356.

SUPREME COURT OF THE UNITED STATES.

No. 127.

BRIDGET McLAUGHLIN, APPELLANT,

vs.

BANK OF POTOMAC AND AL.

APPEAL FROM THE CIRCUIT COURT UNITED STATES FOR ALEXANDRIA, D. C.

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District of Columbia, to wit:

Pleas before the hon. the judges of the United States circuit court of the District of Columbia, for the county of Alexandria, October 21st, 1843.

Title.

The President, Directors, & Co. of the Bank of Potomac, Elijah Dallett, and Elijah Dallett, jr., trading under the firm of Elijah Dallett & Co., William H. Miller, and A. C. Cazenove & Co., who sue in behalf of themselves, and such other creditors of the estate of Edward McLaughlin, dec'd, as will make themselves parties and contribute to the expense of this suit, complainants,

against

EDWARD SHEEHY, in his own right, and as administrator of Edward McLaughlin, and Ann Sheehy, wife of said Edward, and one of the children and heirs at law of said Edward McLaughlin, Bridgett, otherwise called Biddy McLaughlin, another of the children and heirs at law of said Edward McLaughlin, and surety for said Edward Sheehy's administration on said estate, and Edmund I. Lee, trustee under a deed of trust from the said Edward Sheehy, defendants. } In chancery.

Bill.

Be it remembered, that heretofore, to wit, at the rules held in the clerk's office of the said court for the month of January, 1838, came the complainants, by R. I. Taylor, esquire, their solicitor, and filed there a certain bill against the said defendants, which is in the words and figures following:

To the honorable judges of the circuit court of the District of Columbia, sitting in chancery, at Alexandria:

Humbly complaining, shew unto your honors, your orators, the President, Directors, and Company of the Bank of Potomac, and Elijah Dallet, and co-partners in trade under the firm of Elijah Dallett & Company, who sue on behalf of themselves, and such other creditors of the estate of Edward McLaughlin, deceased, as will make themselves parties and contribute to the expense of this suit; that at October term, 1835, of your honorable court, your orators, the President, Directors, and Company of the Bank of Potomac, recovered judgment against Edward Sheehy, administrator of Edward McLaughlin, deceased, for the sum of $5,251 75, with interest thereon from the 18th day of April, 1831, till paid, and $7 91 costs, on which judgment

they took out execution against the goods and chattels of the said Edward McLaughlin, in the hands of the said Edward Sheehy, to be administered, which they placed in the hands of the marshal, to be levied, who made return thereon, that no effects of the said McLaughlin, in the hands of his administrator, were to be found whereon to levy the said execution.

That your orators, the President, Directors, and Company of the Bank of Potomac, thereupon instituted suit in the said judgment, before your honorable court, against the said Edward Sheehy, suggesting a devastavit, by him, of the goods and chattels of his intestate, which had come to his hands to be administered; in which suit, at April term, 1837, of your honorable court, judgment was rendered against him, (the said Sheehy,) for the said sum of money, with interest as aforesaid, and $9 95 additional costs. That on this second judgment. execution was taken out against the goods and chattels of the said Edward Sheehy, which was delivered to the marshal to be executed, who made return thereon, that no goods and chattels of the said Sheehy was to be found.

Your orators, Elijah Dallett and company, on their part, shew to your honors, that at April term, 1837, by judgment of your honorable court, they recovered from the said Sheehy, as administrator of the said McLaughlin, the sum of $388 88, with interest thereon from the 12th day of September, 1835, till paid, and the further sum of $313 23, with interest thereon from the 16th day of January, 1835, till paid, and $6 31 costs. On which judgment your orators, Elijah Dallett and Company, took out execution against the goods and chattels of the said McLaughlin, in the hands of the said Sheehy to be administered, and placed it in the hands of the said marshal, who made return thereon, that no goods and chattels of the said McLaughlin, liable to the said execution, were to be found; as by the records of the proceedings in the said suits, now remaining on the common law side of your honorable court, to which reference is hereby made, will more at large appear, short copies of which judgments, and the returns on the said executions, marked Nos. 1, 2, and 3, are herewith exhibited as parts of this bill.

Your orators charge that administration on the estate of the said Edward McLaughlin, was committed to the said Edward Sheehy by the orphans' court of Alexandria county, and that one Bridget, otherwise called Biddy McLaughlin, became bound with the said Sheehy, in a bond, in the penalty of six thousand dollars, for the due and faithful administration of the said estate; a copy of which bond, marked No. 4, is herewith exhibited as a part of this bill.

That under the said grant of administration, personal property, to a large amount, of the said Edward McLaughlin, came to the hands of his said administrator to be administered, consisting principally of slaves, merchandise, household and kitchen furniture, and debts.

That the said administrator, and his said surety, combining together to defraud the creditors of the said McLaughlin, caused his personal estate to be appraised at prices greatly below its value, and then sent off the said slaves to distant parts for sale, where they were actually sold

for sums greatly exceeding the said appraisement; that no account of the sales of the said McLaughlin's personal estate has ever been returned to the said orphans' court, nor has the said administrator ever made any settlement of his administration accounts; and your orators charge that large sums of money of the said estate yet remain unaccounted for, and misapplied to their own use by the said administrator and his surety.

Your orators further charge, that the judgments in favor of your orators, the President, Directors, and Company of the Bank of Potomac, was rendered against the administrator of the said McLaughlin, on certain endorsements by him made in his lifetime, on the notes of the said Sheehy, discounted at the said bank for the accommodation of the said Sheehy; that the loan made to the said Sheehy by the said bank, on his notes so endorsed, was made long before the 27th day of September, 1830, and was kept up and continued by a regular series of notes, made by the said Sheehy, endorsed by the said McLaughlin, and discounted at said bank, until the note on which said suit was brought was protested for non-payment; and that the liability and indebtedness of the said McLaughlin to the said bank commenced, as stated, before the 27th day of September, 1830, and continued without interruption till his death, and has never yet been discharged; that the said McLaughlin was, at the date last mentioned, heavily indebted to other creditors, and that with a view to protect his property from the payment of his debts, and more especially of the debts due your orators, the President, Directors, and Company of the Bank of Potomac, and to hinder and delay his said creditors in the recovery of their said debts, he combined and confederated with his daughter, the said Bridget, otherwise called Biddy McLaughlin, fraudulently to convey and transfer his property to her. That in execution of the said fraudulent purpose, the said McLaughlin caused certain real property, which he had purchased from one James Robertson, situated in the said town of Alexandria, to be conveyed by the said James to the said Biddy, which was done by deed from the said James to her, dated the 27th day of September, 1830.

That by a deed dated the 6th day of November, 1832, the said McLaughlin, without any valuable consideration, conveyed to the said Biddy certain other real estate in the said town; that by another deed dated the 9th day of November, 1833, he made a further conveyance of his real estate to the said Biddy, without any consideration having been paid for the same. And that, finally, in his last illness, and very shortly before his death, he made a third conveyance of his real estate to the said Biddy, by deed dated the 15th day of September, 1834. That the consideration in the deed last mentioned, stated to have been six hundred dollars, was, in fact, never paid by the said Biddy, and was entirely fictitious. That the said Biddy was brought up in her father's family, and lived in it till his death, was entirely dependant on him, and had no *means of acquiring* any property for herself, nor can she disclose *any source* from which she ever did acquire any property, other than from the conveyances aforesaid; all which conveyances, your orators charge, are fraudulent and void as to them.

Your orators exhibit herewith copies of the said deeds mentioned, marked Nos. 5, 6, 7, and 8, which they pray to be received as parts of this their bill. Your orators, the President, Directors, and Company of the Bank of Potomac, further charge, that, with the view of indemnifying the said McLaughlin against his responsibility to your orators, as endorser of the notes of the said Sheehy, discounted as aforesaid, the said Sheehy conveyed to Edmund I. Lee, by deed dated the 24th November, 1830, certain valuable real estate in the said town of Alexandria, in trust, to be sold on the requisition of the said McLaughlin, for the payment of the said notes, on default being made in the payment thereof by the said Sheehy.

And that, by another deed dated the 15th day of March, 1833, as a further indemnity to the said McLaughlin, against his endorsement of the said Sheehy's notes, discounted as aforesaid, and also as an indemnity to the said McLaughlin, against his endorsements of certain other notes of the said Sheehy, discounted, for the accommodation of the latter, at the Bank of Alexandria, and the Farmers' Bank of Alexandria, the said Sheehy conveyed to the said McLaughlin, certain other real property, and sundry slaves, and other personal property; copies of which two last mentioned deeds, marked Nos. 9 and 10, your orators, the President, Directors, and Company of the Bank of Potomac, exhibit herewith as parts of this bill. That the said Edward Sheehy, having intermarried with the daughter of the said McLaughlin, the latter, by a fraudulent combination with the said Sheehy, refused to avail himself of the benefit of the security afforded by the two last mentioned deeds, leaving the property thereby conveyed to enure to the benefit of his daughter and her husband, whilst he denuded himself of all his own real estate, by the conveyances, beforementioned, in favour of the said Biddy, his other daughter, and only other child.

Your orators charge, that, on or about the day of September, 1834, the said Edward McLaughlin departed this life, intestate, leaving the said Biddy, and Ann, the wife of the said Sheehy, his only children and heirs at law.

That he left no real estate, having fraudulently conveyed and disposed of the whole of it in favour of the said Biddy McLaughlin, as before stated. That his personal estate has been made away with, and misapplied by his administrator, and the surety of said administrator, as before charged. Your orators are advised, that the personal estate of the said McLaughlin, is, in the first place, liable to the payment of their debts, if he left sufficient for that purpose, and that the said administrator and his surety are bound to render an account thereof. That if the said personal estate be insufficient, then that the real estate, fraudulently conveyed by him as aforesaid, is liable to make good any deficiency. And your orators, the President, Directors, and Company of the Bank of Potomac, moreover charge, that they have an immediate right to be substituted, with the other creditors therein provided for, to the benefit of the security afforded by the said deeds from said Sheehy to Edmund I. Lee, and the said McLaughlin, hereinbefore mentioned.

Your orators charge, that they have frequently applied to the said Sheehy, to render an account of his administration of the estate of the said McLaughlin, of the manner in which he has disposed of it, the prices at which he sold the said slaves, and other personal property, of the debts he has collected, and the money he has paid, or otherwise disposed of, on account of the estate. And that they have applied to the said Biddy, whom they charge to have confederated with the said Sheehy in his mal-administration, to render an account of the property and money of the said estate, which have come to her hands; they have also required the said Biddy to make payment of the debts due to them, as aforesaid, or to renounce the title and claim she set up to the real estate of the said McLaughlin, under the fraudulent deeds before mentioned.

But the said Edward Sheehy and the said Biddy McLaughlin have always heretofore refused, and yet refuse, to comply with any of the reasonable requests of your orators, before stated.

In tender consideration whereof, and inasmuch as your orators have no means at common law of compelling the said Sheehy and the said Biddy McLaughlin to render, on oath, a full and complete account of the personal estate of the said Edward McLaughlin, which has come to their hands, the prices at which they have sold it, and how they have otherwise disposed of it, and of vacating and annulling the said fraudulent deeds; and your orators, the President, Directors, and Company of the Bank of Potomac, have no means at common law of being substituted, to the benefit of the said securities given by the said Sheehy to the said Edward McLaughlin; and to the end that the said Sheehy and Ann, his wife, the said Bridget, otherwise called Biddy, McLaughlin, and the said Edmund I. Lee, trustee, as aforesaid, may be made defendants hereto, and may, on their oaths, severally, true, full, and perfect answer MAKE TO THE PREMISES, as fully as if each charge herein before made were repeated and *specifically* interrogated; but more especially that the said Sheehy, and Ann, his wife, and the said Biddy McLaughlin, may say whether your orators have not obtained judgment, as before charged against the said Sheehy, as administrator, as aforesaid: Was not the judgment of your orators, the President, Directors, and Company of the Bank of Potomac, founded on the endorsement of the said Edward McLaughlin, made in his lifetime on the note or notes of the said Sheehy, discounted at the said bank, to accommodate the said Sheehy? Did not the said endorsements commence before the 27th day of September, 1830, and were they not continued in regular series, for the purpose of carrying on the same loan, until they terminated in the note or notes on which the suit was brought, which ended in said judgment? That the said Edward Sheehy and Biddy McLaughlin may say, whether the said Edward did not obtain letters of administration from the orphans' court of Alexandria county on the estate of the said Edward McLaughlin, and did not the said Biddy, as his surety, enter into bond with him for the faithful administration of said estate?

Is not the paper herewith exhibited, marked No. 4, a true copy of the said bond?

What property, debts, and effects of the said Edward McLaughlin came to the hands of the said Sheehy to be administered; particularly what number of slaves, and what were their names? How, when, and where, was the personal property, and particularly the said slaves, sold and disposed of; and what were the prices at which the said property and slaves were sold? Are any of the said slaves, or other estate, yet unsold; and, if so, where are they, and in whose possession, and under whose control?

That the said Biddy McLaughlin may say, whether the property conveyed to her by the said James Robertson was not purchased and paid for by her father, or with money furnished to her by her father for that purpose? If paid for by the said Biddy, from what source did she derive the same, and what property or income had she at that time, independently of her father? Did she really and bona fide pay to her father the sum of six hundred dollars, for the property conveyed to her by him, by the deed of the 15th September, 1834? Whence did she derive the said money? Was it a full and adequate consideration for the property so conveyed? Was not her father at that time confined by his last illness; and when did he depart this life? That the said Sheehy and his wife, and the said Biddy McLaughlin, may say, whether the said Edward McLaughlin left any real estate not covered by the deeds to the said Biddy. If so, where is it situated, and of what does it consist?

And that they may say, whether the said Edward McLaughlin did not die intestate, leaving the said Biddy, and Ann, the wife of the said Sheehy, his only children and heirs-at law. And that the said Biddy, and the said Sheehy, and Ann, his wife, may set forth and declare whether the said deeds to the said Biddy were made for her sole and exclusive use and benefit, or on any secret trust for the said Edward Sheehy, or any other person. And that the said Edward Sheehy may be decreed to settle the accounts of his said administration, and, out of the assets in his hands, to pay the judgments aforesaid; and if there be not assets for that purpose remaining, then that the conveyances to the said Biddy may be annulled and vacated, and the property thereby conveyed be subjected to the payment of the debts due from the said McLaughlin, in his lifetime, to your orators and others. And that your orators, the President, Directors, and Company of the Bank of Potomac, may be substituted to the benefit of the said deeds made by the said Sheehy, for the indemnity of the said McLaughlin, with the other creditors therein mentioned, if they have not been heretofore paid. And that your honors may make such further and other decree in the premises as may be most consistent with equity and conscience. May it please your honors to grant your orators the United States' most gracious writ of subpœna, to the said defendants directed, &c.

R. I. TAYLOR,
Sol. for complts.

Exhibit No. 9.

Deed of trust from Edwd. Sheehy to Edmund I. Lee.

Deed of trust—Ed. Sheehy to E. I. Lee.

This indenture, made this twenty-fourth day of November, in the year one thousand eight hundred and thirty, between Edward Sheehy, of the town and county of Alexandria, and District of Columbia, of the one part, and Edmund I. Lee, of the same place, of the other part:

Whereas, Edward McLaughlin, of the town of Alexandria and District aforesaid, has become the endorser of the said Sheehy, for the sum of three thousand nine hundred and fifty dollars, at the Bank of Potomac, for a loan of that sum to the said Edward Sheehy, and also endorser for the sum of three hundred dollars to Mordecai Miller & Son, amounting in the whole to the sum of four thousand two hundred and fifty dollars, which endorsements may be continued for some time to come; and whereas, the said Edward McLaughlin doth require, and the said Edward Sheehy is willing to indemnify and save harmless the said Edward McLaughlin, against all loss or damage which may accrue to him by reason of his endorsements aforesaid, or by his continuing of the same for the use and accommodation of him, the said Edward Sheehy:

Now, this indenture doth further witness, that the said Edward Sheehy, for the purpose aforesaid, and also in consideration of the sum of five dollars, lawful money of the United States, to the said Edward Sheehy in hand paid by the said Edmund I. Lee, the receipt whereof the said Edward Sheehy doth hereby acknowledge, and thereof doth acquit and discharge the said Edmund I. Lee, his executors and administrators, hath granted, bargained, sold, aliened, and confirmed, and by these presents doth grant, bargain, sell, alien, and confirm, unto the said Edmund I. Lee, the following lot of ground, situate, lying, and being on the east side of Water street, in the town of Alexandria, bounded as follows: Beginning on Water street, twenty-two feet to the southward of the dividing line between the lots formerly belonging to McRea & Meese, and the lot of John Harper, deceased; thence, south on Water street, twenty-two feet; thence, east parallel to Prince street, forty feet, to a ten-feet alley; thence, north on the alley, twenty-two feet; thence, to the beginning, with the right of way over the said alley, as appurtenant thereto; which lot and tenement was conveyed to Peggy Vowell, formerly wife of John C. Vowell, and now deceased, by Charles Harper, William Hartshorne, and James Keith, by deed of the 10th day of August, in the year 1804, and on the death of said Peggy Vowell, descended to Eliza and Mary, her only children and heirs-at-law, subject to the life-estate of the said John C. Vowell; and which he has since, by deed dated the second day of May, in the year 1825, been sold and conveyed to the said Edward Sheehy, by the said John C. Vowell and John Douglass, and Eliza C. K., his wife, formerly Eliza Vowell, and Philip D. Williamson, and Mary M., his wife, formerly

Is not the paper herewith exhibited, marked No. 4, a true copy of the said bond?

What property, debts, and effects of the said Edward McLaughlin came to the hands of the said Sheehy to be administered; particularly what number of slaves, and what were their names? How, when, and where, was the personal property, and particularly the said slaves, sold and disposed of; and what were the prices at which the said property and slaves were sold? Are any of the said slaves, or other estate, yet unsold; and, if so, where are they, and in whose possession, and under whose control?

That the said Biddy McLaughlin may say, whether the property conveyed to her by the said James Robertson was not purchased and paid for by her father, or with money furnished to her by her father for that purpose? If paid for by the said Biddy, from what source did she derive the same, and what property or income had she at that time, independently of her father? Did she really and bona fide pay to her father the sum of six hundred dollars, for the property conveyed to her by him, by the deed of the 15th September, 1834? Whence did she derive the said money? Was it a full and adequate consideration for the property so conveyed? Was not her father at that time confined by his last illness; and when did he depart this life? That the said Sheehy and his wife, and the said Biddy McLaughlin, may say, whether the said Edward McLaughlin left any real estate not covered by the deeds to the said Biddy. If so, where is it situated, and of what does it consist?

And that they may say, whether the said Edward McLaughlin did not die intestate, leaving the said Biddy, and Ann, the wife of the said Sheehy, his only children and heirs-at-law. And that the said Biddy, and the said Sheehy, and Ann, his wife, may set forth and declare whether the said deeds to the said Biddy were made for her sole and exclusive use and benefit, or on any secret trust for the said Edward Sheehy, or any other person. And that the said Edward Sheehy may be decreed to settle the accounts of his said administration, and, out of the assets in his hands, to pay the judgments aforesaid; and if there be not assets for that purpose remaining, then that the conveyances to the said Biddy may be annulled and vacated, and the property thereby conveyed be subjected to the payment of the debts due from the said McLaughlin, in his lifetime, to your orators and others. And that your orators, the President, Directors, and Company of the Bank of Potomac, may be substituted to the benefit of the said deeds made by the said Sheehy, for the indemnity of the said McLaughlin, with the other creditors therein mentioned, if they have not been heretofore paid. And that your honors may make such further and other decree in the premises as may be most consistent with equity and conscience. May it please your honors to grant your orators the United States' most gracious writ of subpœna, to the said defendants directed, &c.

R. I. TAYLOR,
Sol. for complts.

Exhibit No. 9.

Deed of trust from Edwd. Sheehy to Edmund I. Lee.

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Now, this indenture doth further witness, that the said Edward Sheehy, for the purpose aforesaid, and also in consideration of the sum of five dollars, lawful money of the United States, to the said Edward Sheehy in hand paid by the said Edmund I. Lee, the receipt whereof the said Edward Sheehy doth hereby acknowledge, and thereof doth acquit and discharge the said Edmund I. Lee, his executors and administrators, hath granted, bargained, sold, aliened, and confirmed, and by these presents doth grant, bargain, sell, alien, and confirm, unto the said Edmund I. Lee, the following lot of ground, situate, lying, and being on the east side of Water street, in the town of Alexandria, bounded as follows: Beginning on Water street, twenty-two feet to the southward of the dividing line between the lots formerly belonging to McRea & Meese, and the lot of John Harper, deceased; thence, south on Water street, twenty-two feet; thence, east parallel to Prince street, forty feet, to a ten-feet alley; thence, north on the alley, twenty-two feet; thence, to the beginning, with the right of way over the said alley, as appurtenant thereto; which lot and tenement was conveyed to Peggy Vowell, formerly wife of John C. Vowell, and now deceased, by Charles Harper, William Hartshorne, and James Keith, by deed of the 10th day of August, in the year 1804, and on the death of said Peggy Vowell, descended to Eliza and Mary, her only children and heirs-at-law, subject to the life-estate of the said John C. Vowell; and which he has since, by deed dated the second day of May, in the year 1825, been sold and conveyed to the said Edward Sheehy, by the said John C. Vowell and John Douglass, and Eliza C. K., his wife, formerly Eliza Vowell, and Philip D. Williamson, and Mary M., his wife, formerly

Mary Vowell; and all the appurtenances whatever to the said lot or tenement belonging or in anywise appertaining.

To have and to hold the said hereby granted premises and appurtenances to the said Edmund I. Lee, his heirs and assigns forever, to his and their only proper use and behoof; in trust, however, for the following purposes and none other, that is to say, to permit the said Edward Sheehy, his heirs and assigns, to retain possession, and to receive the rents and profits thereof without account, until a sale shall be made under the authority of this deed; but if the said Edward Sheehy shall fail to pay either of the aforesaid notes, or the notes which may be given and endorsed by the said Edward McLaughlin, his executors or administrators, in renewal and continuance of the same when required by the holders thereof, and shall fail fully and completely to indemnify the said Edward McLaughlin for his endorsements aforesaid, then that the said Edmund I. Lee, his executors or administrators, shall, on the request to be made in writing by the said Edward McLaughlin, his executors and administrators, after giving four weeks' notice of the time and place of sale, in any newspaper published in the town of Alexandria, sell, at public sale, to the highest for cash, or on such credit as the said parties may agree on, the aforesaid lot and tenement; and after defraying all reasonable and legal charges and expenses of said sale, shall, out of the proceeds of the same, pay to the said Edward McLaughlin, the amount he may have paid, or may be bound to pay, on account of the endorsements as aforesaid of the said notes of the said Edward Sheehy; and also all costs and damages to which the said Edward McLaughlin may be liable by reason of his said endorsements; and the balance, if any, he shall pay over to the said Edward Sheehy, his executors, administrators, or assigns; and on such sale being made, the said Edmund I. Lee shall make and execute a deed for the property to the purchaser thereof; provided, always, that if the said Edward Sheehy, his executors, administrators, or assigns, shall, at any time before sale is actually made of the premises, pay the amount of the aforesaid notes and sum hereby intended to be secured; and all costs and damages to which the said Edward McLaughlin may be subject by reason of his endorsements aforesaid, then this indenture to be void, and all the estate hereby granted shall cease and determine; and the said Edmund I. Lee, and his heirs, shall convey the same to the said Edward Sheehy, his heirs and assigns. And the said Edward Sheehy doth, for himself, his heirs, executors, and administrators, covenant with the said Edmund I. Lee, his heirs and assigns, that he, the said Edward Sheehy, hath a good and sufficient title in law to the hereinbefore described premises; and that he will warrant and forever defend the same to him, the said Edmund I. Lee, his heirs and assigns, by these presents. And the said Edmund I. Lee doth, for himself, his heirs, executors, and administrators, covenant with the said Edward Sheehy and Edward McLaughlin, and their respective executors and administrators, that he and they will well and truly execute the trust herein vested in him.

In witness whereof, the parties to this indenture have hereunto set their hands and seals, on the day and year first before written.

EDWARD SHEEHY, [SEAL.]
EDM. I. LEE. [SEAL.]

Signed, sealed, and delivered in presence of—

Deed of Trust—Ed. Sheehy to Ed. McLaughlin.

At an United States circuit court of the District of Columbia, continued and held for the county of Alexandria, the 26th day of November, 1830, this deed of trust, from Edward Sheehy to Edmund I. Lee, was acknowledged by the said Edward Sheehy and the said Edmund I. Lee to be their act and deed, and ordered to be recorded.

Teste: EDM. I. LEE, *Clerk.*

Exhibit No. 11.—Deed of Trust—Edward Sheehy, and wife, to Edward McLaughlin.

This indenture, made this fifteenth day of March, in the year one thousand eight hundred and thirty-three, between Edward Sheehy, and Ann, his wife, of the one part, and Edward McLaughlin, (all of the town of Alexandria, District of Columbia,) of the other part; whereas the said Edward Sheehy is indebted to the Bank of Potomac, Bank of Alexandria, and the Farmers' Bank of Alexandria, in divers sums of money, amounting to about the sum of seven thousand dollars, which the said banks loaned him upon his notes, endorsed by the said Edward McLaughlin, and which notes may, from time to time, be renewed by the said banks, with the said Edward McLaughlin as endorser; and whereas it is reasonable and right that the said banks, as well as the endorser of the said notes, should be secured and saved harmless against all loss or damage which may accrue by reason of the said Edward Sheehy's failing to pay the amount now due, or which may hereafter be due, to the said banks, or to the said Edward McLaughlin, as his endorser aforesaid.

Now, this indenture witnesses, that the said Edward Sheehy and Ann, his wife, as well for the purpose before expressed, as in consideration of one dollar to him paid by the said Edward McLaughlin, of which the receipt is hereby acknowledged, have granted, bargained and sold, aliened and confirmed, and by these presents do grant, bargain and sell, alien and confirm, to the said Edward McLaughlin, all his, the said Edward Sheehy's, right, title, or interest, in law or equity, in and to a certain piece, parcel, or lot of ground, with all the houses thereon, situate, lying, and being on the north side of Prince street, and to eastward of Water street, in the said town of Alexandria, bounded as follows: Beginning on Prince street, at the east line of that piece of ground which was sold and conveyed by John Harper to William Wright, supposed to be ninety-one feet one inch and an half to the eastward of water street, and running thence, eastwardly, with Prince street, and binding therewith, twenty feet; thence, northwardly, with a line parallel to Water street, eighty-eight feet three inches and a half of an inch; thence, westwardly, with a line parallel to Prince street, twenty

feet; thence, southwardly, with a straight line, to the beginning. Also, the following negro slaves, to wit: Harriet, Louisa, Ellen; also, one cow, two horses, two carts, one dray; also, the house used as a soap-house, the soap, candles, the soap-house and chandelary utensils; as well all those articles which are now in use by him, or which may be hereafter procured for the same or any other purpose. Also, all the present as well as future household furniture of him, the said Edward Sheehy; also, eleven shares of the Alexandria and Washington Turnpike Road stock, belonging to him, the said Edward Sheehy, and standing in his name on the books of the said turnpike company, and which are to be transferred to the said Edward McLaughlin, subject to this deed of trust: To have and to hold the said property, real and personal, before described, to the said Edward McLaughlin, his heirs and assigns, to their only proper use, forever.

In trust, however, for the following purposes, and none other, that is to say, to permit the said Ann, wife of the said Edward Sheehy, her heirs and assigns, to retain possession, and to receive the rents and profits, without account, until a sale becomes necessary under the terms of this deed. And if the said Edward Sheehy shall fail to pay the said banks, or either of them, the debts due as aforesaid, or may become due hereafter, as a continuation of the present debts, when required by all or either of the said banks; or, if he shall fail to save harmless his said endorser of the notes held, or which may hereafter be held, by the said banks, or either of them, when required by the said banks, or either, or by his said endorser, then that the said Edward McLaughlin, or his heirs, shall, on the request of the said banks, *of the said banks*, or either of them, *or he may, in order to save himself* from damage, as endorser of the said notes, or any of them, proceed to sell the premises before described, at public auction, for cash, or on such credit as the parties concerned may direct; and, after defraying all reasonable expenses and charges attending the sale, shall, out of the money thence to arise, pay the amount due to the said banks, or either of them, or to himself so much as he may or shall have paid as the endorser of the said Edward Sheehy's notes; and if any balance remain, shall pay over the same to the said Edward Sheehy, his heirs or assigns, and shall convey the premises sold to the purchaser or purchasers

Provided always, and on this condition, that if the said Edward Sheehy, his heirs or assigns, shall, at any time before sale actually made, pay the aforesaid debts due to the said banks, and what the said Edward McLaughlin shall have paid for him as endorser as aforesaid, and shall also pay all costs and charges which shall have accrued under this instrument, then this indenture shall become void, and all the estate hereby granted shall cease and determine.

And the said Edward Sheehy, for himself, and his heirs, executors, and administrators, doth hereby covenant with the said Edward McLaughlin, his heirs and assigns, that the said Edward Sheehy, at the time of the delivery hereof, seized in possession of a perfect and absolute in fee simple in the premises conveyed, free from condition,

charge, right, or possibility of dower or other incumbrance; and that he, and his heirs, will, at any time hereafter, at the request and cost of the said Edward McLaughlin, his heirs or assigns, execute and deliver any further reasonable conveyances which may be necessary more fully to transfer the title to the premises before described to the said Edward McLaughlin, his heirs or assigns, according to the true intent and meaning hereof.

And, lastly, that Edward Sheehy, and his heirs, the said premises before described will warrant and forever defend to the said Edward McLaughlin, his heirs and assigns, against the claims and demands of himself and his heirs, and all others.

And the said Edward McLaughlin, for himself and his heirs, doth hereby covenant with the said Edward Sheehy and the said banks, that the said Edward McLaughlin and his heirs will faithfully execute and carry into full effect the several trusts hereby created.

In witness whereof, the parties to this indenture have hereunto set their hands and seals, the day and year first before written.

EDWD. SHEEHY, [SEAL.]
ANN SHEEHY, [SEAL.]
EDWD. McLAUGHLIN. [SEAL.]

Sealed and delivered in presence of—
EDM. I. LEE,
R. JOHNSTON, Jr.,
PHARIS THROOP.

District of Columbia, Alexandria county, sct:

[L. S.] The United States of America, to gentlemen justices of the county of Alexandria, greeting:

Whereas, Edward Sheehy, and Ann, his wife, by certain indenture of trust, bearing date the 15th day of March, 1833, have sold and conveyed unto Edward McLaughlin the fee simple estate of a certain lot in the said deed described, with the appurtenances, situate, lying, and being in the county of Alexandria; and whereas, the said Ann cannot conveniently travel to the United States circuit court of the District of Columbia, for the county of Alexandria, to make acknowledgment of the said conveyance: Therefore, we do give unto you, or any two or more of you, power to receive the acknowledgment which the said Ann shall be willing to make before you, of the conveyance aforesaid, contained in the said indenture, which is hereunto annexed; and we do, therefore, desire you, or any two or more of you, to go to the said Ann, and receive her acknowledgment of the same, and examine her, privily and apart from the said Edward, her husband, whether she does the same freely and voluntarily, without his persuasion or threats; and whether she be willing the said indenture, together with this commission, shall be recorded in our said court; and when you have received her acknowledgment, and examined her as aforesaid, that you distinctly and openly certify us thereof, in our said court, under your hands and seals, sending then there the said indenture and this writ.

Witness, the honorable William Cranch, chief judge of the said court, this 16th day of March, 1833.

EDMUND I. LEE, *C. C.*

District of Columbia, to wit:

To the honorable the United States judges of the circuit court of the District of Columbia:

The subscribers, justices of the peace for the county of Alexandria, do respectfully certify, that, under the authority of this commission, we examined Ann, wife of Edward Sheehy, therein named, privily and apart from her said husband, respecting her execution of the indenture annexed and within described, which we shewed and explained to her; on which examination, she acknowledged that she had willingly, of her own accord, signed and sealed the same, and consented to its being duly recorded. Certified under our hands and seals, this 9th day of May, 1833.

NEWTON KEENE, [L. S.]
WM. MINOR. [L. S.]

At a United States circuit court of the District of Columbia, continued and held for the county of Alexandria, the 18th day of May, 1833, this deed of trust, from Edward Sheehy and wife to Edward McLaughlin, was acknowledged by the said Edward Sheehy and Edward McLaughlin to be their act and deed; which, together with a commission, and the return thereon, for the privy examination of Ann Sheehy, wife of the said Edward, was ordered to be recorded.

Test: EDM. I. LEE, *C. C.*

A copy—test: EDM. I. LEE, *C. C.*

Deed.—James Robinson to B. McLaughlin.

Deed from James Robinson to Bridget McLaughlin.

This indenture, made this 27th day of September, in the year 1830, between James Robinson of the one part, and Bridget McLaughlin of the other part, both of the town of Alexandria, in the District of Columbia:

Witnesseth, that the said James Robinson, for and in consideration of the sum of eleven hundred dollars, current money of the United States, to the said James Robinson, in hand paid by the said Bridget McLaughlin, the receipt whereof is hereby acknowledged, hath given, granted, bargained, and sold, and by these presents doth give, grant, bargain, and sell, unto the said Bridget McLaughlin, her heirs and assigns, forever, a lot of ground, with the buildings and improvements thereon, on the south side of Wolfe street, between Fairfax and Royal streets, in the said town, bounded as follows: Beginning on Wolfe street, one hundred and six feet to the westward of Fairfax street, and on the west line of a twelve feet alley; then with the said alley south, parallel to Fairfax street, ninety-two feet six inches, to another alley, eight feet wide, leading westwardly from the former seventy feet; then on the said eight feet alley westwardly, parallel to Wolfe street, thirty

feet; then north, parallel to Fairfax street, ninety-two feet six inches, to Wolfe street; east thirty feet to the beginning, with the right of way over the said alleys, as appurtenant thereto; which said lot of ground and improvements the said James Robinson purchased from H. P. Whitney and wife, by deed, dated 10th of March, 1830, who purchased of Mordecai Miller and Walter Ross, by deed, dated 5th of April, 1825; and all appurtenances whatsoever to the said lot of ground belonging, or in any wise appertaining; to have and to hold the said hereby granted premises and appurtenances unto the said Bridget McLaughlin, her heirs and assigns, forever, to her and their only proper use; and the said James Robinson doth hereby covenant and agree, to and with the said Bridget McLaughlin, her heirs and assigns, that the said James Robinson is, at the time of the sealing and delivery of these presents, seized, in his own right, of a perfect and absolute estate, in fee simple, in the premises hereby conveyed, free from any incumbrance whatever; and that he and his heirs will, at any time hereafter, execute and acknowledge any further deed or deeds that may be necessary for the more effectual conveying of the title to the premises before described to the said Bridget McLaughlin, her heirs and assigns; and that he and his heirs will forever warrant and defend the title to the premises to the said Bridget McLaughlin, her heirs and assigns, against the claim and demand of all persons whomsoever. In witness whereof, the said James Robinson hath hereunto set his hand and seal, the day, month, and year first herein written.

JAS. ROBINSON. [SEAL.]

Sealed and delivered in presence of—
WM. D. NUTT,
CASSIUS F. LEE,
EDWARD SHEEHY.

At an United States circuit court of the District of Columbia, continued and held for the county of Alexandria, the tenth day of November, 1830, this deed, from James Robinson to Bridget McLaughlin, was proved, by the oaths of William D. Nutt, Cassius F. Lee, and Edward Sheehy, to be the act and deed of the said James Robinson, and ordered to be recorded.

Teste: EDM. I. LEE, *C. C.*

A copy—teste: EDM. I. LEE, *C. C.*

Deed—Ed. McLaughlin to B. McLaughlin.

Deed from Edward McLaughlin to Bridget McLaughlin.

This indenture, made the sixth day of November, in the year of our Lord one thousand eight hundred and thirty-two, between Edward McLaughlin, of the town of Alexandria, in the District of Columbia, of the one part, and Bridget McLaughlin, of the same place, of the other part, witnesseth: that the said Edward McLaughlin, for and in consideration of the natural love and affection which he hath for his daughter, the said Bridget, and for the further consideration of five dollars to him in hand paid by the said Bridgett McLaughlin, the receipt

Witness, the honorable William Cranch, chief judge of the said court, this 16th day of March, 1833.

EDMUND I. LEE, *C. C.*

District of Columbia, to wit:

To the honorable the United States judges of the circuit court of the District of Columbia:

The subscribers, justices of the peace for the county of Alexandria, do respectfully certify, that, under the authority of this commission, we examined Ann, wife of Edward Sheehy, therein named, privily and apart from her said husband, respecting her execution of the indenture annexed and within described, which we shewed and explained to her; on which examination, she acknowledged that she had willingly, of her own accord, signed and sealed the same, and consented to its being duly recorded. Certified under our hands and seals, this 9th day of May, 1833.

NEWTON KEENE, [L. S.]
WM. MINOR. [L. S.]

At a United States circuit court of the District of Columbia, continued and held for the county of Alexandria, the 18th day of May, 1833, this deed of trust, from Edward Sheehy and wife to Edward McLaughlin, was acknowledged by the said Edward Sheehy and Edward McLaughlin to be their act and deed; which, together with a commission, and the return thereon, for the privy examination of Ann Sheehy, wife of the said Edward, was ordered to be recorded.

Test: EDM. I. LEE, *C. C.*

A copy—test: EDM. I. LEE, *C. C.*

Deed.—James Robinson to B. McLaughlin.

Deed from James Robinson to Bridget McLaughlin.

This indenture, made this 27th day of September, in the year 1830, between James Robinson of the one part, and Bridget McLaughlin of the other part, both of the town of Alexandria, in the District of Columbia:

Witnesseth, that the said James Robinson, for and in consideration of the sum of eleven hundred dollars, current money of the United States, to the said James Robinson, in hand paid by the said Bridget McLaughlin, the receipt whereof is hereby acknowledged, hath given, granted, bargained, and sold, and by these presents doth give, grant, bargain, and sell, unto the said Bridget McLaughlin, her heirs and assigns, forever, a lot of ground, with the buildings and improvements thereon, on the south side of Wolfe street, between Fairfax and Royal streets, in the said town, bounded as follows: Beginning on Wolfe street, one hundred and six feet to the westward of Fairfax street, and on the west line of a twelve feet alley; then with the said alley south, parallel to Fairfax street, ninety-two feet six inches, to another alley, eight feet wide, leading westwardly from the former seventy feet; then on the said eight feet alley westwardly, parallel to Wolfe street, thirty

feet; then north, parallel to Fairfax street, ninety-two feet six inches, to Wolfe street; east thirty feet to the beginning, with the right of way over the said alleys, as appurtenant thereto; which said lot of ground and improvements the said James Robinson purchased from H. P. Whitney and wife, by deed, dated 10th of March, 1830, who purchased of Mordecai Miller and Walter Ross, by deed, dated 5th of April, 1825; and all appurtenances whatsoever to the said lot of ground belonging, or in any wise appertaining; to have and to hold the said hereby granted premises and appurtenances unto the said Bridget McLaughlin, her heirs and assigns, forever, to her and their only proper use; and the said James Robinson doth hereby covenant and agree, to and with the said Bridget McLaughlin, her heirs and assigns, that the said James Robinson is, at the time of the sealing and delivery of these presents, seized, in his own right, of a perfect and absolute estate, in fee simple, in the premises hereby conveyed, free from any incumbrance whatever; and that he and his heirs will, at any time hereafter, execute and acknowledge any further deed or deeds that may be necessary for the more effectual conveying of the title to the premises before described to the said Bridget McLaughlin, her heirs and assigns; and that he and his heirs will forever warrant and defend the title to the premises to the said Bridget McLaughlin, her heirs and assigns, against the claim and demand of all persons whomsoever. In witness whereof, the said James Robinson hath hereunto set his hand and seal, the day, month, and year first herein written.

JAS. ROBINSON. [SEAL.]

Sealed and delivered in presence of—
WM. D. NUTT,
CASSIUS F. LEE,
EDWARD SHEEHY.

At an United States circuit court of the District of Columbia, continued and held for the county of Alexandria, the tenth day of November, 1830, this deed, from James Robinson to Bridget McLaughlin, was proved, by the oaths of William D. Nutt, Cassius F. Lee, and Edward Sheehy, to be the act and deed of the said James Robinson, and ordered to be recorded.

Teste: EDM. I. LEE, *C. C.*

A copy—teste: EDM. I. LEE, *C. C.*

Deed—Ed. McLaughlin to B. McLaughlin.

Deed from Edward McLaughlin to Bridget McLaughlin.

This indenture, made the sixth day of November, in the year of our Lord one thousand eight hundred and thirty-two, between Edward McLaughlin, of the town of Alexandria, in the District of Columbia, of the one part, and Bridget McLaughlin, of the same place, of the other part, witnesseth: that the said Edward McLaughlin, for and in consideration of the natural love and affection which he hath for his daughter, the said Bridget, and for the further consideration of five dollars to him in hand paid by the said Bridgett McLaughlin, the receipt

whereof he doth hereby acknowledge, and thereof doth acquit, and exonerate, and discharge, the said Bridget McLaughlin, her heirs, executors, and administrators, hath given, granted, aliened, and confirmed, and by these presents doth give, grant, alien, and confirm, unto the said Bridgett McLaughlin, her heirs and assigns, forever, the following pieces, parcels, lots, and tenements, situate, lying, and being, in the said town of Alexandria: One tenement and lot of ground on the north side of Cameron street, and on the east side of Royal street, bounded as follows: Beginning at the intersection of the said streets; thence, north, on Royal street, forty-five feet seven inches; thence, east, parallel to Cameron street, thirty-one feet; thence, north, parallel to Royal street, five feet; then, east, parallel to Cameron street, ten feet one inch and two thirds of an inch; then, south, parallel to Royal street, fifty feet seven inches, to Cameron street; then, on Cameron street, west, to the beginning. One other lot of ground, with the buildings and improvements, on the north side of Duke street, and on the east side of Royal street, bounded as follows: Beginning at the intersection of the said streets; then, north, on Royal street, one hundred feet; then, east, parallel to Duke street, sixty-feet; thence, south, parallel to Royal street, one hundred feet, to Duke street; then, west, on Duke street, sixty feet, to the beginning; and one other lot of ground, with the improvements thereon, on the east side of Royal street, and to the northward of Duke street, and bounded as follows: Beginning on Royal street, at the north line of a lot of ground, conveyed the first day of May, 1828, by Robert I. Taylor, trustee to the said Edward McLaughlin; thence, north, on Royal street, three feet; thence, east, parallel to Duke street, eighty-nine feet; thence, south, parallel to Royal street, three feet; thence, west, to the beginning; and also one other lot, adjoining to the other lot, sold and conveyed on the first day of May, 1828, by Robert I. Taylor aforesaid, on the east, extending along the whole east line of the said lot so sold and conveyed by the said Robert I. Taylor, and running back eastwardly with the north and south lines of the said lot extended fifty-eight feet, so as to constitute, with the aforesaid referred to lot, a parallelogram, or rectangle, twenty feet in front, and one hundred and eighteen feet deep; to have and to hold the aforesaid herein before several mentioned and described lots of ground and tenements, with all the houses, and other improvements, unto the said Bridgett McLaughlin, her heirs and assigns, to her and their only use, forever; reserving, however, to the said Edward McLaughlin, the right to use and occupy, during his natural life, all or either of the aforesaid lots, tenements, or houses, or other improvements.

In witness whereof, the said Edward McLaughlin, and the said Bridgett McLaughlin, have each of them set their hands and seals, on the day and year first before written.

EDW'D. McLAUGHLIN. [SEAL.]

her

BRIDGET ⋉ McLAUGHLIN. [SEAL.]

mark

Signed, sealed, and delivered, in presence of—
EDM. I. LEE,
R. JOHNSTON, Jr.
CASSIUS F. LEE.

At an United States circuit court of the District of Columbia, continued and held for the county of Alexandria, the sixth day of November, 1832, this deed from Edward McLaughlin, and Bridget McLaughlin, was proved by the oaths of Edm. I. Lee, Reuben Johnston, Jr., and Cassius F. Lee, to be the act and deed of the said Edward and Bridget, and ordered to be recorded.

Test: EDM. I. LEE, *C. C.*
A copy—teste: EDM. I. LEE, C. C.

2d deed of gift—Ed. McLaughlin to B. McLaughlin.

Deed from Edward McLaughlin to Bridgett McLaughlin.

This indenture, made this ninth day of November, in the year one thousand eight hundred and thirty-three, between Edward McLaughlin, of the town of Alexandria and District of Columbia, of the one part, and Bridget McLaughlin, of the same place, of the other part, witnesseth: that the said Edward McLaughlin, for and in consideration of the natural love and affection which he bears to his daughter, the said Bridget McLaughlin, and, also, for and in consideration of the sum of five dollars to him in hand paid by the said Bridget McLaughlin, the receipt whereof he doth hereby acknowledge, and thereof doth acquit, and discharge, the said Bridget McLaughlin, hath given, granted, bargained, sold, aliened, and confirmed, and by these presents doth give, grant, sell, alien, and confirm, unto the said Bridgett McLaughlin, her heirs and assigns, forever, the following lots and tenements, situate in the town of Alexandria, to wit: One tenement and lot on the north side of Cameron street, and on the east side of Royal street, bounded as follows: Beginning at the intersection of the said streets; thence, north, on Royal street, forty-five feet seven inches; thence, east, parallel to Cameron street, thirty-one feet; thence, north, parallel to Royal street, five feet; then, east, parallel to Cameron street, ten feet one inch and two-thirds of an inch; then, south, parallel to Royal street, fifty feet seven inches, to Cameron street; then, on Cameron street, to the beginning; which said tenement and lot was sold and conveyed to the said Edward McLaughlin, by Henry Fourtney, and Susannah, his wife, by their deed, dated the 24th day of December, 1818. One other tenement and lot of ground on the north side of Duke street, and on the east side of Royal street, bounded as follows: Beginning at the intersection of the said streets; thence, north, on Royal street, one hundred feet; then, east, parallel to Duke street, sixty feet; then, south, parallel to Royal street, one hundred feet, to Duke street; then, west, on Duke street, sixty feet, to the beginning; which said tenement and lot of ground was sold and conveyed to the said Edward McLaughlin, by Robert I. Taylor and Ephraim Evans, and Sarah, his wife, of the town of Alexandria, and District of Columbia, by their deed, dated the

first day of May, 1828, and one other tenement and lot of ground on the east side of Royal street, and to the northward of Duke street, in the said town, and bounded as follows: Beginning on Royal street, at the north line of a lot of ground, conveyed, on the first day of May, 1828, by Robert I. Taylor, trustee, and Ephraim Evans and wife, to the said Edward McLaughlin; thence, north, on Royal street, three feet; thence, east, parallel to Duke street, eighty-nine feet; thence, south, parallel to Royal street, three feet; thence, west, to the beginning; which said lot of ground was sold and conveyed to the said Edward McLaughlin, by Reuben Johnston and Elizabeth, his wife, by their deed, dated the 8th day of April, in the year 1829. Also, one other tenement and lot of ground, on the east side of Royal street, between King and Prince streets, and binding as follows: Beginning on Royal street, at the southwest corner of the brick house occupied by David Dick, being one hundred and twenty-six feet nine inches, to the north of Prince street; thence, east, parallel to Prince street, one hundred and twenty-three feet five inches, to the middle of the square between Royal and Fairfax streets; then, south, parallel to the said streets, to the line of the lot lately occupied by Samuel Baggott, eighteen feet six inches, be the same more or less; then, west, parallel to Prince street, to Royal street; then, on Royal, north, eighteen feet six inches, more or less, to the beginning, with all the appurtenances which said tenement and lot of ground was sold and conveyed to the said Edward McLaughlin, by Robert I. Taylor and Molly Elizabeth, his wife, and Jacob Hoffman, by their deed dated the 30th day of March, 1829, and all the appurtenances whatsoever to the said tenements and lots of ground belonging, or in any wise appertaining; to have and to hold the said hereby granted premises and appurtenances unto the said Bridgett McLaughlin, her heirs or assigns, forever, to her and their only proper use forever.

In witness whereof, the said Edward McLaughlin hath hereunto set his hand and seal, on the day and year first before written.

EDWARD McLAUGHLIN. [SEAL.]

Signed, sealed, and delivered in presence of—
EDM. I. LEE,
R. JOHNSTON, Jr.,
CASSIUS F. LEE.

At an United States circuit court of the District of Columbia, continued and held for the county of Alexandria, the 7th day of June, 1834, Edward McLaughlin acknowledged this deed to Bridget McLaughlin, to be his act and deed, and ordered to be recorded.

Test: EDM. I. LEE, *C. C.*
A copy—Test: EDM. I. LEE, *C. C.*

Deed—Ed. McLaughlin to B. McLaughlin.

Deed from Edward McLaughlin to Bridget McLaughlin.

This indenture, made this fifteenth day of September, in the year of

our Lord one thousand eight hundred and thirty-four, between Edward McLaughlin, of the town of Alexandria and District of Columbia, of the one part, and Bridget McLaughlin, of the same place, of the other part, witnesseth: that the said Edward McLaughlin, for and in consideration of the sum of six hundred dollars, current money of the United States, to the said Edward McLaughlin in hand paid by the said Bridget, the receipt whereof is hereby acknowledged, does, by these presents, grant, bargain and sell, alien and confirm, unto the said Bridget McLaughlin, a lot of ground, in the county of Alexandria, and near the town, and part of a larger tract, late the property of Mrs. Mary Fendall, deceased, bounded as follows: Beginning at the intersection of the north line, or boundary of the said larger tract, with the west line of the Washington and Alexandria turnpike road; thence, with the said north line or boundary, north 84½ west, to the east line of the old Georgetown road, eighteen poles, be the same more or less; then, with the lines of the said Georgetown road, S. 4½° E., 18¾ poles, be the same more or less, to the south line or boundary of the said larger tract; then, with that line, south 84½ E., 24¾ poles, be the same more or less, to the west line of the Washington and Alexandria turnpike road; then, with that line, No. 24½ W., 20½ poles, to the beginning, containing two acres ten poles; which was conveyed to the said Edward by deed from Robt. I. Taylor, and Thompson F. Mason, (trustees of the said Mary Fendall and others,) and recorded in liber S, No. 2, folio 735; also, one other lot of ground, and which was conveyed to the said Edward by deed from E. I. Lee and wife, recorded liber U, No. 2, folio 394, and bounded as follows: Beginning at the intersection of Duke and Royal streets, running west with Duke street, to the centre of the square; thence, north parallel to Royal, ninety-two feet; thence, east and parallel with Duke street, and adjoining the lot of the same, Dr. Samuel Carson, to Royal street; thence, with Royal street to Duke street, the beginning; with the exception, however, of so much thereof as is conveyed to John Smith by deed from said Edward McLaughlin, dated 7th day of January, 1834, and recorded liber U, No. 2, folio 562; also one other lot of ground, bounded as follows: Beginning at the northeast corner of the said lot, and at the northwest corner of lot No. 21; thence, running westwardly, and parallel with Princess street, along the line of the first mentioned lot, twenty-six and a half feet; thence, southwardly, and parallel with Fairfax street, into lot No. 22, one hundred and twenty-four feet; thence, eastwardly, and parallel with Princess street, and the first course, twenty-six and a half feet, to the line dividing lots No. 21 and 25; thence, along the dividing line, and parallel with Fairfax street, to the beginning; and all appurtenances whatsoever, to the said lots of ground belonging, or in anywise appertaining; to hold the said hereby granted premises and appurtenances unto the said Bridget McLaughlin, her heirs, and assigns forever, to their only proper use; and the said Edward McLaughlin does, for himself, his heirs, executors and administrators, covenant with the said Bridget McLaughlin, her heirs and assigns, that he, the said Edward McLaughlin, is now, at the time of the sealing and

delivery of these presents, seized in his own right of a good and absolute estate in fee simple, in the said lots of ground hereby granted, and appurtenances, without any manner of incumbrance; and, also, that the said Edward McLaughlin and his heirs will, at any time hereafter, at the request, and at the cost of the said Bridget McLaughlin, her heirs, and assigns, execute and acknowledge any further deeds for the more certain assuring and conveying, the said lots of ground and appurtenances, unto the said Bridget McLaughlin, her heirs and assigns, according to the true intent and meaning hereof; and lastly, that the said Edward McLaughlin, and his heirs, the said lots of ground and appurtenances, unto the said Bridget McLaughlin, her heirs and assigns, against the claims and demands of all persons whatever, shall and will warrant, and forever defend by these presents.

In witness whereof, the said Edward McLaughlin has hereunto set his hand and seal the day, month, and year, first herein written.

EDWARD McLAUGHLIN. [SEAL.]

Sealed and delivered in presence of—
R. JOHNSTON, Jr.,
JNO. L. HAMPSON,
CASSIUS F. LEE.

At an United States circuit court of the District of Columbia, continued and held for the county of Alexandria, the 11th day of October, 1834, this deed, from Edward McLaughlin to Bridget McLaughlin, was proved by the oaths of Reuben Johnston, jr., Cassius F. Lee, and Jno. L. Hampson, to be the act and deed of said Edward; and ordered to be recorded.

Test: EDM. I. LEE, *C. C.*
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Bill taken for confessed.

And at the rules held in the clerk's office of the said court for the month of April, 1838, (until which time this cause had been regularly continued,) came the complainants by their solicitor, and the defendants having been served with process, and not filed their answer, on the complainant's motion, their bill is taken for confessed, and set for decree.

Leave to amend the bill, &c.

And at a court continued and held for the District and county aforesaid, the day of May, 1838, came the complainants, by their solicitor, and, on their motion, leave is granted them to amend their bill, and to make William H. Miller, survivor of Mordecai Miller, and the said William H. Miller, late copartners in trade under the firm of Mordecai Miller & Son, the President, Directors, and Company of the Bank of Alexandria, and the Farmers' Bank of Alexandria, defendants thereto.

And thereupon came the complainants, by their solicitor, and filed their supplemental bill, in amendment of the bill by them heretofore filed.

Answer of B. McLaughlin filed.

And thereupon came the defendant, Bridget, otherwise called Biddy, McLaughlin, by William L. Brent, her solicitor, and filed her answer to the said original bill, which it is agreed shall stand as an answer to the said supplemental bill; and on the motion of the said Bridget, otherwise called Biddy, McLaughlin, the order taking the complainants' bill for confessed, as to her, is set aside, and the complainants reply generally to the said answer, and on their motion general commissions are awarded to them, and to the said Bridget, to take the depositions of such witnesses as either of the said parties may deem material.

And, on the complainants' motion, a subpœna is awarded to them, returnable to the clerk's office on the next rule day, against the said William H. Miller, survivor, partner, as aforesaid, the President, Directors, and Company of the Bank of Alexandria, and the Farmers' Bank of Alexandria, and the said Edward Sheehy and Ann, his wife, and E. I. Lee, to answer the said supplemental bill.

Which supplemental bill is as follows:

Supplemental bill.

To the honorable judges of the circuit court of the District of Columbia, sitting in chancery, at Alexandria, humbly complaining:

Shew unto your honors, your orator, the President, Directors, and Company of the Bank of Potomac, by this, their supplemental bill, in amendment of the bill by them heretofore filed against Edward Sheehy and Ann, his wife, Bridget, otherwise called Biddy, McLaughlin, and Edmund I. Lee; that, by the deed from the defendant, Edward Sheehy, to the defendant, Edmund I. Lee, exhibited by your orators with their original bill, the said Edward Sheehy has made provision for the payment of a certain debt, therein stated to be due from the said Edward to Mordecai Miller and William H. Miller, late copartners in trade under the firm of Mordecai Miller & Son, as well as for the debt due to your orators: and that, by the deed from the said Edward Sheehy to Edward McLaughlin, which is also exhibited with your orators' bill, the said Edward Sheehy has made provision for the payment of certain debts, therein stated to be due to the Bank of Alexandria and the Farmers' Bank of Alexandria, as well as for that due to your orators; that the said Mordecai Miller has departed this life, leaving the said William surviving. Your orators charge that the said debts, to the said Miller & Son, and to the said Bank of Alexandria and Farmers' Bank, have been long since paid, and that the whole of the property conveyed by the said deeds is now exclusively applicable to the payment of the debts in the said deed mentioned as due to your orators. Your orators therefore pray that the said William H. Miller, surviving partner of the said Mordecai, and the said Bank of Alexandria and Farmers' Bank of Alexandria, may be made defendants hereto, and that they may set forth and declare whether the said debts, by the said deed provided for

as due to them, have not been fully paid, and if not, has any part been paid, and what amount yet remains due.

R. I. TAYLOR,
Sol'r for complts.

Leave to B. McLaughlin to withdraw her answer.

And at a court continued and held for the District and county aforesaid, the 8th day of October, 1838, came the parties aforesaid, by their solicitors, and on the motion of the defendant, Biddy McLaughlin, leave is given her to withdraw her answer, heretofore filed, and the cause is returned to the rules for further proceedings to be had therein.

Bill taken for confessed, &c.

And at the rules held in the clerk's office of the said court, for the month of April, 1839, (until which time this cause had been regularly continued,) came the complainants, by their solicitor; and, on their motion, their bills are taken for confessed and set for decree.

Answer of Ed. Sheehy and wife filed, and decree for sale of the trust property.

At a court continued and held for the District and county aforesaid, the 3d day of June, 1839, came the parties, by their solicitors and defendants, Edward Sheehy, and Ann, his wife, one of the children of Edward McLaughlin, deceased, in the bill mentioned, by Messrs. Brent & Brent, their solicitors, and filed their answers to the complainants' bill, to which the complainants reply generally; and thereupon, on the motion of the said defendants, the order taking the bill for confessed, as to them, is set aside; and now, by the consent of the said Edward Sheehy, and Ann, his wife, and of the complainants, the President, Directors, and Company of the Bank of Potomac, it is for the present by the court decreed, that the tenements and lots of ground conveyed by the defendant, Edmund Sheehy, to the defendant, Edmund I. Lee, by deed of the 24th day of November, 1830, and the tenements and lots of ground, slaves, furniture, stock, and other personal property conveyed by the said Edward Sheehy, and Ann, his wife, to Edward McLaughlin, deceased, by the deed of the 15th day of March, 1833, copies of which are exhibited by the complainants, with their bill, be sold at public auction, under the direction of the commissioners hereinafter named, on the following terms, that is to say: as to the real property, that one-tenth of the purchase money be paid in cash, as a deposit, to be forfeited, if the purchasers shall fail to comply with the terms of sale, if the same be approved of by the court; the residue of the purchase money, with interest from the day of sale, to be paid in two equal instalments, of one and two years from that date, the payments to be secured by the notes of the purchasers, with endorsers, to be approved of by the court; the title of the lands to be retained, and the lands to be liable to be resold by the order of the court, if the purchasers fail to pay the deferred instalments; and that the slaves, stock, and

other personal property mentioned in the said deed of the 15th of March, 1833, be sold for cash; and that, of the time, place, and terms of sale, one month's notice be given by advertisement in the Alexandria Gazette; and E. I. Lee and R. I. Taylor are hereby appointed commissioners to make the said sale.

And it is further decreed, that the said Edward Sheehy do forthwith, on the sale being completed, transfer to the purchaser the stock in the said deed of the 15th March mentioned; and that he surrender to the said commissioners, on demand, the slaves and other personal property therein mentioned; and this cause is continued, for further proceedings to be had therein.

A. C. Cazenove & Co. made complainants.

At another day, to wit, at a court continued and held for the county of Alexandria, the 15th day of October, 1840, came the defendants, by their solicitors; and on the motion of A. C. Cazenove & Co., by Christopher Neale, esqr., their solicitor, they are made parties complainants, and agree to contribute to the expense of this suit; and, on defendant's motion, a rule is granted against the complainants to employ new counsel.

Report of commissioner of sale filed, and decree for re-sale.

And at a court continued and held for the district and county aforesaid, the 12th day of May, 1841, came the parties aforesaid, by their solicitors; and the surviving commissioner of sale in this case having, this 12th day of May, 1841, made his report of the proceedings of the commissioners under the decretal order of 1839, of this court, by which it appears, that only a part of the property, to wit, the house and lot on Water street, directed by the said decree to be sold, was sold; and that James Sheehy, to whom the said house and lot in the said report mentioned was struck off, as the highest bidder, has failed to comply with the terms of sale, it is now ordered, that unless the said James Sheehy shall, within ninety days from this day, pay to the said commissioner the whole amount of the said purchase money, viz., $1,150, with interest thereon from the 9th day of October, 1839, the surviving commissioner named in the said decree, do proceed to sell, not only the unsold house on Prince street, but that he resell the aforesaid house and lot on Water street, purchased as aforesaid by the said James Sheehy, at his costs and charges, upon the same terms stated in the decretal order aforesaid. And it is further ordered, that should the purchaser at any such sale fail to comply with the terms of such sale within ten days thereafter, then the said commissioner do resell the same at the cost and expense of any such purchaser or purchasers; and that he report his proceedings under this decree to the next term of this court, for a final decree; and commissioners awarded to take depositions, and this cause is now set for hearing on bill, answers, rep., dep's, exhibits, reports, and such dep's as are or may hereafter be taken.

1st report of commissioner of sale.

Surviving commissioner's report.

The undersigned, surviving commissioner under the decretal order of the court, made at May term, 1839, in the case of the President, Directors, and Company of the Bank of Potomac, against Edward Sheehy and others, by which Robert I. Taylor, since deceased, and himself, were appointed commissioners to make the sale in said decree directed, reports:

That in pursuance of the said decree, they caused one month's notice to be given, by advertisement in the Alexandria Gazette, of the time, place, and terms of sale, as will appear by a printed copy of the said advertisement herewith shewn; and that they did, agreeable to the said notice, on the 9th day of October, 1839, expose for sale, to the highest bidder, the house and lot on Water street, when the same was struck off to James Sheehy, at the sum of $1,150, he being the highest bidder therefor, upon the terms in said decree stated.

Your commissioner further reports, that the other property in the decree referred to has not, as yet, been disposed of; and that the said James Sheehy has failed to comply with the terms of the sale above mentioned.

EDM. I. LEE,
Surviving commissioner.

Wm. H. Miller made a complainant.

At a court continued and held for the district and county aforesaid, the 18th day of November, 1841, came the parties aforesaid, by their solicitors; and on the motion of William H. Miller, a judgment creditor of Edward McLaughlin, he is made a complainant in this cause, and agrees to contribute his portion of the expenses of the suit; and the commissioner appointed to make resale of the property in the deeds of trust filed his report, as follows:

2d report of commissioner of sale.

The undersigned commissioner, appointed by decree of this court made in this case, at May term, 1841, to sell the property in the decree mentioned, reports:

That, according to the directions of said decree, he advertised the said property in the newspaper of this place, and that on the 1st of October, 1841, agreeably to the said advertisement, the property aforesaid was offered for sale at public auction in the town of Alexandria, on the premises; at which sale the lot on Water street was struck off to James Sheehy, at the sum of $1,000, he being the highest bidder therefor. The lot on Prince street was struck off to Edw'd Sheehy, agent of Jeremiah Murphy, at the sum of $1,850, that being the highest bid therefor. Your commissioner hereto annexes an account of said sales, signed by the auctioneer. By the said decree, your commissioner was authorized, that if the terms of sale were not complied with in ten

days thereafter, to cause a resale of the said property. The terms of the sale, made as abovementioned, were not complied with within the time aforesaid, nor have they been since; notwithstanding which, at the special request of the said James Sheehy and Edward Sheehy, your commissioner did not, as authorized, cause a resale, being willing to accommodate them as far as he could do so, while pursuing the directions of the court; but your commissioner now believes that they have not the means, and do not expect or intend to prosecute their purchases.

All which is respectfully submitted by

EDM. I. LEE, *Comm'r.*

At another day, to wit, at a court continued and held for the district and county aforesaid, the day of May, 1842, came the parties, by their solicitors, and filed the following agreement:

Agreement of counsel.

BANK OF POTOMAC and others
vs.
EDWD. SHEEHY and others.

The order taking the bill for confessed, as to B. McLaughlin, is set aside, and her answer filed, and general rep. and issue, and, by consent, general com's are awarded to take depositions during the present term; and set for hearing at present term on bill, answer, replication, depositions, and such depositions as may be taken during this term; and the defendants agree to admit, as exhibits in this cause, papers No. 1, 2, 3, &c., reserving objections to the competency of the matter in the same manner as if proved under oath in the form of depositions.

BRENT & BRENT,
for defendants.
EDM. I. LEE,
for complainants.

Answer of B. McLaughlin.

The answer of Bridgett McLaughlin, referred to above.

The answer of Bridget McLaughlin to the bill of complaint of the President, Directors, and Company of the Bank of Potomac, and Elijah Dallett and , copartners in trade, under the name of Elijah Dallett and company, on behalf of themselves and other creditors of Edward McLaughlin, deceased, in the circuit court of the District of Columbia, sitting in chancery at Alexandria.

This defendant, now and at all times hereafter, saving and reserving to herself all and all manner of benefit and advantage of exception to the manifold errors, uncertainties, imperfections, and insufficiencies in the said complainants' said bill of complaints for answer thereunto, or to so much and such parts thereof as she, this defendant, is advised is material for her, this defendant, to make answer unto, she, this defendant, answering, saith: That she denies, most positively, all the facts and alle-

gations in the said bill of complaint charged, and puts the said complainant to strict proof of them; that should the said complainants prove to your honors' satisfaction that the several judgments and proceedings had thereon against the said Edward Sheehy, did take place in due form of law, which is denied, this defendant saith and charges, that she is not bound by the same, having been no party to the same. This defendant admits, that administration on the estate of Edward McLaughlin was committed to the said Edward Sheehy by the orphan's court of Alexandria county, and that the defendant became bound with the said Sheehy in a bond, in the penalty of six thousand dollars, for his faithful administration of said estate; but she denies that said bond is binding upon her as security to said Sheehy. This defendant denies, positively, that personal property to a large amount came into his, Sheehy's, hands, to be administered, and that he received more than the amount shewn by a copy of the inventory of said estate, marked A, and hereto annexed, as a part of this answer, and which shews the amount received to be only $1,653 30.

This defendant positively denies any combination or confederacy with said Edward Sheehy to defraud the creditors of the said Edward McLaughlin, by causing his said personal estate to be appraised at prices greatly below its value; but expressly charges, that the said inventory and valuation were fairly made by the appraisers appointed by the orphans' court aforesaid, and upon their oaths, as is seen by said exhibit A, and will further be shewn to your honors; and this defendant avers and charges, that the said appraisers were honest, conscientious men, and appraised the said estate without fraud, confederacy, or corruption, and impartially and faithfully; and that, if they did not, this defendant denies most positively any fraud, combination, or confederacy, herself, in the premises. This defendant also denies, most positively, that the said slaves were sent off, as charged in said bill, to defraud, or for any improper purpose; that it is true that some of the said slaves were sent off to other States for sale, to wit: John was sent to Georgia, Eliza and Harriet to New Orleans, with a view to dispose of them to the best advantage; that the said John was infirm and worthless, and would not sell, where he was known, for any thing, and to benefit said estate he was sent to distant parts, and before he was sold there became infirm and worthless, and was sold for scarcely any thing, and is dead, as this defendant was informed and believes; that the said Eliza and Harriet were sent to New Orleans, and, as this defendant was informed and believes, arrived there in or about the month of December, 1836, and, in consequence of the sudden fall in the price of slaves, were not immediately sold, but held up for higher prices; that since then the price of slaves, as she has been informed and believes, has much declined in that country, and the agent sent with them has written, that he would wait for better times; but as he has not been heard of for some months, this defendant cannot say whether the said slaves have been sold or not, or whether they be dead or living, or, if sold, for what sum of money; but she avers and charges, that when all expenses are paid upon the

transportation, agencies, and other expenses attending the same, there will not be remaining due more than the appraisement, with the interest thereon, if as much; that the boy, Alfred, appraised at $100, was sold for about the sum of $350 or $400, a part of which was applied to the payment of said boy, viz: $100 with interest, being the amount the said deceased Edward McLaughlin owed for the purchase of said boy.

That the other slaves, Charity and Peggy, and children, were disposed of as follows: the said Charity was sold for the sum of $500 or thereabouts, and the said Peggy, being very infirm and worth but little, as will be seen by the appraisement, was kept, and is in the possession of this defendant, to whom the same was delivered by the said Sheehy, and that she has kept her from charity; that the said Sheehy sold and delivered her and her children to her at the appraisement of $75; that one of said children has died since, and that the said Peggy and children have been as much, if not more, expense and trouble than profit to this defendant. This defendant further says, that the articles mentioned and appraised in the inventory aforesaid were not worth more than appraised to, and were of an inferior quality. This defendant further charges and avers, that she cannot, in any manner or form whatever, or for any purpose whatever, be made liable as the security of the said Edward Sheehy, for a greater amount than the estate personal of the said deceased Edward McLaughlin has been appraised to, and as shewn by the said inventory and appraisement, and by the account of said Edward Sheehy, as administrator aforesaid, rendered to your honors, will appear.

This defendant further states and charges, that the list of "separate" debts, returned on said inventory as supposed to be good, have turned out to be worth nothing, the said debtors all having either claims as set-off against said deceased, or refused to pay the same, and there was no evidence to enforce them, or were insolvent, with exception of the amount due by P. Roach & Co., of $108 78; Edmund I. Lee, $48 76, and some others not now recollected, but whose orders and accounts will be furnished, ascertained, and ought to appear in said Sheehy's account when rendered. This defendant further denies that large sums of money are unaccounted for or have been applied to her use; but, on the contrary, she, so far as she possibly could and can, always has been desirous that an account should be taken, and now desires and asks it, of the estate of the deceased Edward McLaughlin, for many reasons, not only because this defendant is security to said administrator, but because she is a creditor of said estate to a large amount, as she will shew before the auditor or proper officer, who your honors will be pleased to name, and refer the same to, for the purpose of taking said account, as well as to your honors. This defendant is informed and believes, and being so informed by her counsel learned in the law, positively denies, that the judgments rendered in favor of the orators, the President, Directors, and Company of the Bank of Potomac, was rendered against the said administrator of the deceased McLaughlin, upon any liability or responsibility of the said deceased, prior to the said 27th of Septem-

ber, 1830, and expressly states and charges, that all liabilities as endorser as aforesaid, before that time and up to the time that the said last endorsements and protest were made, if any did exist, which is denied, were paid and satisfied, and that the demand of the said orators rests alone upon the last notes endorsed and protested, if the same ever was protested, which this defendant asks may be strictly proven; and this defendant expressly states and charges, that notwithstanding said McLaughlin, deceased, may have endorsed the said notes, of which she knows nothing, in his lifetime, yet he was not liable or responsible for the same, nor was nor is his estate since his death, until after protest and due notice thereof, and that the same is not and cannot be regarded in law or equity as his existing debt, until after said protest made; and that the said President, Directors, and Company, as well as others on whose notes the said deceased was endorser, were not creditors of said deceased, upon the aforesaid 27th of September, 1830, or at the time the deeds named in said bill of complaint were executed, and that not being creditors at the same time, the said deeds, upon that ground alone, if no other good reason existed, are valid and good, and not in fraud of the said orators, who claim to set the same aside upon the ground that, at the time of their execution, the said deceased was endorser upon certain notes, and that since the date of said deeds, the said notes have been protested for non-payment, and due notice given thereof, which is denied. This defendant also denies the pre-existing notes to the ones on which protests were made, so far as she personally knows anything of them.

This defendant further denies that, even if the facts *were* as stated in said bill of complaint were true as to the previous endorsements, and if said endorsements did make the said orators creditors of the said deceased, which is denied, yet the said deeds are good and valid, and cannot be set aside for fraud against said creditors' rights, because this defendant states and charges, that the debts being bona fide, the said Sheehy, and he being bound for them, with the said Edward McLaughlin, on the 27th of September, 1830, the date of the said first deed, and as at that time the said Sheehy, as well as subsequently thereto, was possessed of real estate, besides other property, sufficient to meet said debts, for which he was first liable and responsible, and to be looked to for the payments thereof when due, the said deed of the 27th September, 1830, in particular, and the other deeds were not in fraud, as alleged and charged in said bill of complaint. This defendant further says, in answer to said bill of complaint, that by the law in such cases made and provided, and existing at the death of the said deceased, Edward McLaughlin, her father, the real estate belonging to the heirs of her deceased father, is only liable for specialty debts, and that the claims of the said orators not being specialty debts, this defendant is not liable for the same as one of the heirs, nor is the real estate descended to her liable for the same, and that the said orators cannot make the same liable, as sought for in said bill of complaint, to pay them as creditors of the character they are.

This defendant, for further answer to said bill of complaint, positively denies that she did confederate and combine with the said deceased, or that he did so with any one, to protect his property from the payment of his debts, and more especially the debt due to the said President, Directors and Company of the Bank of Potomac, and to hinder and delay the said creditors in the recovery of the said debts, or that said property was fraudulently conveyed to her for said purpose, or for any fraudulent purpose; but, on the contrary, this defendant states and charges, that the said conveyances were made in good faith, and for a valuable consideration paid by this defendant, in addition to the consideration therein stated. This defendant says, that the said property, from the said James Robertson, conveyed to her upon the 27th September, 1830, was paid for by this defendant, and that she gave the sum of $600, as well as she now recollects the amount, the consideration for said lot, to her father, to pay for it, and the same was paid for out of her own money, and so bought by her; of this she is positive. This defendant, answering, also denies expressly that the said deceased Edward McLaughlin, did convey to her the real estate mentioned in the deeds of the 6th day of November, 1832, and of the 9th of November, 1833, named in said bill of complaint, without any valuable consideration, or without any consideration as stated in said bill of complaint; and she also denies most positively, that the deed of the 15th of September, 1834, also named in said bill of complaint, was fictitious; and she states and charges, that the said sum of six hundred dollars, therein stated to be the consideration, *where* bona fide paid to the said deceased, by her, in manner as she will hereafter state.

This defendant denies the right of the said orators to call upon her to disclose her means of acquiring any property, or the sources from which she derived her money. This defendant admits that she was raised by her father before he came to the United States; that she was about twenty-one years of age when she came to reside with her father, in the town of Alexandria, in the District of Columbia, and then capable of getting a livelihood by her own personal exertions, and was independent of her said father; that she came to reside at the aforesaid place in October, 1811, where she has resided ever since, and since which time she has been labouring for her own profit and advantage, as she will hereafter state; and that the considerations of the aforesaid last mentioned deeds from said deceased to her, were the result of her said labors and acquirements, and so understood by her deceased father, himself, at the time the said deeds were made in consideration thereof, as well as of the other considerations named.

This defendant further answering, saith, that it is true that the said Edward Sheehy did convey in trust to the said Edmund I. Lee, as stated in said bill of complaint, certain valuable real estate in the town of Alexandria, to be sold on the requisition of said deceased McLaughlin, for the payments of certain notes therein named, as will appear by said deed dated the 24th of November, 1830. It is also true, the said Sheehy and his wife made another deed of trust to the said deceased

Edward, himself; and one of the trusts in said deed is, that the said deceased Edward should sell said property in said deed, whenever the said bank or banks therein mentioned, or other persons interested therein, might require him so to do; and that the said bank or banks, or other persons, have never required the sale thereof; all of which will appear by a reference to said deeds of trust, and by their laches the same is not worth what it would have been sold for.

This defendant further says, that these deeds were made with the knowledge and approbation of said orators, who by their laches have no claim upon deceased Edward's estate, in any way concerned therein; and that, before the estate of said deceased can be made liable in any way for the aforesaid debts, if liable at all, the said orators interested in said deeds of trust, ought to be compelled to receive the proceeds of the sales of said property, to be applied to the payment of said debts, and the said estate of said deceased, made liable if at all, (which is denied it can be for the balance remaining. To this your defendant assents, so far as she may be interested therein, or can do it, but insists that the trustees in said deed shall dispose of the same. This defendant does not object to the application of the personal estate of said deceased to the payment of his debts, so far as he left personal estate liable by the laws therefor, but denies that the property conveyed to her is liable, in any manner or form whatever, for the same.

This defendant further says, that she has no knowledge, except that derived from information of others, whether said suits and judgments mentioned in said bill of complaint were instituted or rendered as therein stated, and neither admits or denies the same, but calls upon the said orators to prove the same ; nor does she know anything of the further proceedings had in said judgments, or whether the same be just or not in due course of law, all of which she demands may be shewn or proven by said orators; and she denies that she is in any manner or form, as heir of deceased McLaughlin, or as security to the aforesaid Sheehy, liable or answerable for the same, or any part thereof; or if liable at all, she says that she is only liable to the amount of the value of said personal estate remaining unadministered and accounted for by said Sheehy, and that the same has not been wasted as charged in said bill of complaint, as will be shewn to your honors, and which this defendant asks she may be permitted to shew.

This defendant further states, that she is not bound by said judgments; that she was no party to said suits or proceedings therein; and that in equity and good conscience she is entitled to make the defence she now does to the same; and so far as this defendant may be concerned in the same, as her rights or interest involved, she states that she is entitled to relief from the same, and that said judgments and proceedings are not conclusive against her.

This defendant, specially answering to the interrogatories propounded to her, upon her oath also says, that she neither denies or admits the rendition of said judgment, nor does she know whether the judgment of the said President, Directors, and Company of the Bank of Potomac

was founded on the endorsement of the said Edward McLaughlin, made in his lifetime on the note or notes of the said Sheehy, discounted at the said bank to accommodate said Sheehy, nor does she know when said endorsements commenced, whether before the 27th September, 1830, or not; nor does she know whether they were continued in regular series or not, as stated in said bill; but that this defendant has heard that the judgments were obtained on a note endorsed by said deceased in his lifetime, and protested; but not knowing it she does not admit, but asks proof of the same.

This defendant says that said Sheehy did take out letters of administration upon said deceased estate, and that she was his security in the penalty of $6,000; and she believes the exhibit marked No. 4 is a copy of the bond she signed as security, and that no other property, debts, &c., are in the hands of said Sheehy to be administered, to the knowledge and belief of this defendant, except what is enumerated in the inventory of said estate before referred to; that the number of slaves, &c., is stated in said inventory, and that said property was disposed of as before stated in this answer.

This defendant, for further answer to so much of said interrogatories propounded to her in said bill of complaint, and to such parts thereof as she is advised she is bound to answer, and to no more, says, that the property conveyed to her by James Robertson was purchased for her, and paid for out of her own money. This defendant also says, that she did really and bona fide pay to her father the said sum of six hundred dollars for the property conveyed to her by deed of 15th September, 1834, and that all of the said property conveyed to her by her said father, was for a valuable and good consideration, and done in good faith.

This defendant says that, independent of other resources which she is not bound to disclose, she was entitled to, and derived by agreement with her said father, a large sum of money, for her services rendered in attending to the store and business of her said father. That, in the spring of the year 1812, her father, in his lifetime, opened a store, and continued to the day of his death to keep stores, and to carry on business; that, from the said 1812 to the day of his death, which took place 1st October, 1834, being about twenty-two or more years, this defendant devoted her entire time, both by day and late at night, to attend to the business of her said father, and in managing his family and attending to him; that at times she acted as saleswoman in the same store with her father, and at other times she conducted a store apart from him by herself; that, about fourteen or fifteen years ago, her father built the house near the corner of Royal and Cameron streets, in the town of Alexandria, on the property named in the deed of , and he established a store in it, and put this defendant there by herself to manage it for him, whilst he himself kept store and carried on business in another house distant therefrom; that, after residing where he then was for several years, he moved up to the corner of Cameron and Royal streets, where he kept a store himself until the day of his death, whilst this de-

fendant carried on business for him separately in another house. That, for all said services, it was agreed by her said father and herself, that he was to allow this defendant a reasonable salary, besides her boarding and maintenance, and that this defendant charged her said father, as agreed at the time, at the rates of $400 per year for her said services, over and above her maintenances, and that the services of this defendant, for the aforesaid time, amounted to, at the said rates, about $9,000; of which sum this defendant has received but a very small portion, leaving due to this defendant, at the dates of the said several deeds, to her from her said father, a much larger sum than the value of all of said property conveyed to her, and that it was in part payment of a much larger sum of money than the value of said property, that her father conveyed to her, in good faith, and bona fide, the said property so conveyed, and it was so understood and agreed by her said father at the dates of the said deeds, in consideration of what he owed her upon said account of services rendered; and the said property was purchased by her in good faith, for a full and valuable consideration, of her said father, and so considered at the time between them, and there was no fraud whatever in the premises; and this defendant positively denies that said conveyances were made by her father with intent to defraud, hinder, or delay his creditors, and as charged in said bill of complaint.

This defendant further states, that it was during the sickness of her father that said last deed was made, but that he was sound in mind, and as capable of making a valid and legal contract at that time as he ever was in his life; and that her said father died about the 2d day of October, in the year 1834, as well as she recollects; she also says, that she has no knowledge of any real estate left by her said father, except what is before stated; but she believes his heirs have a claim to the estate of his deceased brother-in-law, Peter Sheron, wherever it may be situated, as she has been informed, but does not know of what it consists, never having examined to ascertain the same; this defendant further answers, that the said Edward McLaughlin did die intestate, and left this defendant and Ann Sheehy, his only children and heirs; this defendant further states, that the said deeds to this defendant, were made for her sole and exclusive benefit, and for the consideration before stated by her; this defendant also suggests the want of equity in said bill of complaint, and claims all benefit of exception thereto, in that behalf, the same as if specially pleaded by way of demurrer; this defendant further states, that the orators are not entitled to the relief asked, from their own statement shewn in their bill of complaint; and denying all, and all manner of fraud, intention to defraud, and all manner of unlawful combination and confederacy, in the said complainants' bill of complaint charged; prays your honors that a decree may be made in her favor, and that the said bill of complaint may be dismissed, and that this defendant may be sent hence, and the said orators compelled to pay all costs, &c., and that the complainants be compelled to take only the proceeds of said trust property.

This defendant also prays yours honors to grant her all relief she

may be entitled to, in equity and good conscience, and that she may be permitted hereafter to so amend this answer, if the same be necessary, as to have justice done in the premises, &c.; and, as in duty bound, will ever pray, &c.

BRENT & BRENT, *For defendant.*

Washington county, District of Columbia, to wit:

Upon this 15th day of March, 1835, before me, a justice of the peace of aforesaid county, personally appears Bridget McLaughlin, and makes oath, that the facts stated by her in her aforegoing answer, as of her own knowledge, she knows to be true, and, as stated from the information of others, she believes the same to be true, and that the aforegoing is a true and faithful answer, to the best of her knowledge, belief, information and understanding, to the bill of complaint, in the aforegoing cause named in her said answer. D. A. HALL, *J. P.*

It is admitted, that the date of the aforegoing affidavit, as to the year it was made in, is an error, and that it was made at proper time, after bill filed, and is to have the same effect as if made this day, 6th June, 1842, on which day said answer is filed under the written agreement on file. EDM. I. LEE, *For complts.*

Exhibits referred to in the foregoing agreement of counsel.

No. 1, *referred to in agreement of counsel, register's certificate.*

No. 1.

District of Columbia, sct:

I, Alexander Moore, register of wills for Alexandria county, in the District of Columbia, do hereby certify, that Bridget McLaughlin is the security for Edward Sheehy, administrator of Edward McLaughlin, deceased; and I farther certify, that the said Sheehy has not settled any account of his administration.

[L. S.] Given under my hand and official seal this first day of November, 1841.

A. MOORE, *Register of wills.*

Statement of taxes, No. 2, *referred to in agreement of counsel.*

No. 2.

I certify, that the property in Alexandria, which belonged to, or was assessed to, Edward McLaughlin in the year 1834, has been assessed to him every year since, with the exception of a vacant lot on Prince street, which is now, and has been for some years, assessed to Thomas Audley.

The property so assessed is the following:

2 houses and lots on Royal street,
A vacant lot on do.
A house and lot on Wolfe street.
2 houses and lot at the corner of Royal and Cameron streets.

R. JOHNSTON,
Clerk of the C. Counsel of Alexandria.

ALEXANDRIA, 27*th May*, 1842.

Tax bills made out against Edward McLaughlin.

The only real estate assessed to Bridget McLaughlin during the same period is a lot on Princess street.

The same property mentioned above, as assessed to Edward McLaughlin, was assessed to him for the years 1830, 1831, 1832, and 1833, except one of the houses on Royal street, which does not appear on his assessment until 1831.

R. JOHNSTON, *C. C.*

Statement of notes discounted at Bank of Potomac, No. 3, in agreement of counsel.

No. 3.

Edward Sheehy's notes, endorsed by Edward McLaughlin, were discounted at the Bank of Potomac as follows, viz:

1828.—Dec. 12, 1 note for - - - - - -	$2,000
1830.—Jan. 15, 1 do. " - - - - -	2,000
Feb. 5, 1 do. " - - - - -	2,000

And they were curtailed and renewed from time to time, until they all became due the 20th January, 1832, viz:

1 note for - - - - - - - - -	$1,375
1 do. " - - - - - - - - -	1,900
1 do. " - - - - - - - - -	1,975
Amounting to	$5,250

When they were amalgamated, and one note substituted for the three, which note was renewed from time to time until 15—18 April, 1834, when it became due and was protested.

I hereby certify, that the above is a correct account taken from the books of the Bank of Potomac, this 13th day of November, 1841.

EDWARD C. FLETCHER, *Bookkeeper.*

Administration bond, No. 4, in bill and answer.

Administration bond of Edward Sheehy, referred to in bill and answer as exhibit No. 4.

Know all men by these presents, that we, Edward Sheehy and Bridget McLaughlin, are held and firmly bound, unto Christopher Neale, esq., judge of the orphan's court of Alexandria county in the District of Columbia, and his successors in office, in the sum of six thousand dollars, lawful money of the United States, to the payment whereof well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 12th day of November, 1834.

The condition of the above obligation is such, that if the above bound Edward Sheehy shall well and truly perform the office of administrator

of Edward McLaughlin, deceased, according to law, and shall in all respects discharge the duty of him required by law, as administrator aforesaid, without any interest or damage to any person interested in the faithful performance of said office, then the above obligation to be void, else remain in full force and virtue in law.

Signed, EDWARD SHEEHY, [L. S.]

her
BIDDY ⋈ McLAUGHLIN. [L. S.]
mark.

Sealed and delivered in presence of the court, and ordered to be recorded.

Test: A. MOORE, *Reg. wills.*

A copy—

Test: A. MOORE, *Reg. wills.*

Inventory.—Exhibit A, referred to in B. McLaughlin's answer.

Exhibit A, inventory of Edward McLaughlin's estate, referred to in B. McLaughlin's answer.

Appraisement of Edward McLaughlin's personal estate, Dec'r 16th, 1834, made by John Creighton, Bernard Bryan, and John Lawson.

3½	lbs. of gunpowder tea, *a* 80 c.	$2 80
3½	lbs. imperial do *a* 75 c.	2 62½
30	lbs. young hyson do *a* 50 c.	15 00
36¼	lbs. pepper	2 94
4	lbs. starch, *a* 8 c.	32
19	lbs. ground ginger	1 52
6	glass show glasses, *a* 12½ c.	75
20	balls of cotton	10
2½	bundles cotton yarn	2 00
18	empty barrels	2 25
27	pieces of earthenware, 5 teapots, 12 coffeepots, 7 pitchers, and 5 bowls	2 00
8	pieces stoneware	1 00
5	gallons H. gin, *a* 75 c.	3 75
12	stand casks, *a* 1 25	15 00
103	galls. of C. bounce, *a* 20 c.	20 60
17	galls. of C. gin, *a* 25 c.	5 95
17	galls. of O. whiskey, *a* 37½ c.	6 37½
22	galls. of F. brandy, *a* 1 00	22 00
1	box of tobacco, 120 lbs.	12 88
80¾	lbs. copperas	2 42
4	pair scales	3 00
15½	galls. N. E. rum	5 27
4	fifty-sixes, one 28, one 14, two 4, two, and 4 smaller weights	5 00
1	bbl. of fine salt	1 00

Exhibit A.—Continued.

3	gall. of vinegar and barrel	50
250	galls. molasses, *a* 25 pr. gal.	62 50
8	empty hhds. and 1 tierce	4 25
10	empty barrels, *a* 10 c.	80
1	large scale and beam	2 50
18	rush bottomed chairs	14 40
5	mahogany tables	30 00
2	oak tables	1 25
2	pair brass andirons	8 50
1	do iron do	1 00
1	straw carpet	1 50
1	doz. Windsor chairs	9 00
1	passage lamp	4 00
1	lot of China ware	5 00
1½	doz. wine glasses, ½ doz. tumblers, and 1 large glass	2 00
1	sideboard	10 00
2	setts of Window curtains	2 00
2	decanter stands	6 25
5	waiters, *a* 25 c.	1 25
1	Brussels carpet and 1 hearth rug	17 00
1	brass shovel and tongs and 1 steel shovel	2 00
1	sofa, 10; 3 mantel ornaments, 2 25	12 25
1	pair plated candlesticks; 1 pair snuffers and tray	2 00
	Looking-glass	9 00
3	beds, 3 bedsteads, 3 pair blankets, 3 pair sheets, 3 quilts, &c., &c.	60 00
2	fire-boards and 4 bureaus	8 50
2	washstands; 1 bason and ewer	1 87½
1	toilet table; 8 prints or pictures	2 00
1	old sofa	1 00
	A small piece of carpet and 1 washstand	1 00
1	candle-stand, 6 dishes, 12 plates, &c.	3 00
3	tubs, 1 bucket, three or four small tubs	1 50
1	pasteboard and pin; 1 map of U. S.	50
1	tea catty	50
1	gig and harness	20 00
2	carts, 2 horses, and harness	90 00
1	stack of hay, 1,600 lbs., or thereabouts	7 50
1	cow and one sow	8 50
1	cutting box	2 00
1	set knives and forks	1 25
1	for pump	1 00
5½	lbs. race ginger; 25 lbs. alum	2 02½
24	lbs. of Y. H. tea, old	6 00
3	old barrels and 1 powder canister	75

Exhibit A.—Continued.

1	black woman, by the name of Charity - -	200 00
1	mulatto girl, do do Eliza - -	250 00
1	do small do do Harriet - -	200 00
	Peggy and 3 children - - - -	75 00
	A boy for a term of 8 years - - -	100 00
		$1,378 30
	One black man, John - - - -	275 00
		$1,653 30

Amount of appraisement, sixteen hundred and fifty-three dollars and thirty cents.

Signed, EDWARD SHEEHY, *Adm'r.*

A copy. Teste: A. MOORE, *Reg. Wills.*

Debts due the estate of Edward McLaughlin, deceased, at the time of his death.

DESPERATE.

Thos. Moore - - - - - -	$11 48
George Triplett - - - - -	10 33
George Lucions - - - - -	1 33
Edw'd Jacobs - - - - -	5 16
Wm. Taylor - - - - - -	4 46
Mr. Carter - - - - - -	3 54
Rich'd Thompson - - - - -	14 50
Beverly Rogers - - - - -	5 58
B. Jones - - - - - -	12 97
Lucy Webster - - - - -	15 81
Edward Goodwin - - - - -	8 50
Estate of B. Bell - - - - -	20 00
Dennis Allison - - - - -	12 55
Mrs. Talbot - - - - - -	1 95
Robt. Winters - - - - -	91
Polly Skinner - - - - -	8 82
Mr. Skinner - - - - - -	30 00
	$167 89

SPERATE.

P. Roach & Co.	$108 78
E. I. Lee	48 76
Estate of P. Dixon	108 85
Widow McKenzie	12 96½
Mrs. Tracy	130 08
Austin Adams	12 74
Mr. Colegate	5 87½
Mrs. Dick	5 50
Rich'd Lloyd	24 00
Mrs. Lloyd	9 00
Benj. Waters	17 37½
Geo. Duffey	82
Abram Hickings	2 68
Dr. Lanphier	2 83
Alex'a Canal	69
	$559 25

Signed, EDWARD SHEEHY, *Adm'r.*

A copy. Teste: A. MOORE, *Reg'r of Wills.*

Answer of Edward Sheehy and wife.

Answer of Edward Sheehy and wife, filed May term, 1839.

The answer of Edward Sheehy to the bill of complaint of the Bank of the Potomac and others, against the said Edward Sheehy and others, in the circuit court of the District of Columbia for the county of Alexandria, in chancery.

This defendant, now and at all times hereafter, saving and reserving to himself all manner of exceptions to the errors and imperfections of the said complainants' bill of complaint, for answer to so much thereof as he is advised is material for him to answer, saith, that he admits that he administered upon the estate of Edward McLaughlin, deceased, but most positively denies, that he has squandered or misapplied the assets of said estate in any manner or form whatsoever. This defendant also positively denies that there was any fraud attempted in the making the inventory of said estate, or in its valuation; and he positively avers, that the same was justly and honestly made. This defendant also positively denies any combination to defraud, in the premises, with the other defendant, Bridget McLaughlin, or with any person whatever. This defendant says, that it is true that he has not rendered any account of his said administration to the orphans' court of Alexandria, but that the same was done through negligence alone, and with no intention to act improperly or fraudulently; and that he is ready to render his account

before the said orphans' court, or to the auditor of your honorable court, or otherwise, as ordered, and he exhibits said account to your honors, marked C.

This defendant further states, that although he nominally administered on said estate, that the other defendant, Bridget McLaughlin, did all the business, and acted for him, and is much better acquainted with the circumstances of said administration than this defendant is, and that this defendant adopts the statement made by said Bridget McLaughlin in her answer to said bill of complaint, so far as it regards said administration, as the statement of this defendant, and as a part of this answer. This defendant also denies positively, that he ever combined with said Bridget McLaughlin, or any other person, to defraud or take any advantage, as stated in said bill of complaint. This defendant also states, that he knows nothing of the affairs of said Bridget McLaughlin, or of her and the deceased Edward McLaughlin's transactions, but from the knowledge of this defendant of said Edward McLaughlin and said Bridget McLaughlin, this defendant does not believe that the charge of fraud and want of bona fide consideration, as charged in said bill of complaint, is just and true, as therein stated. This defendant knows that said Bridget McLaughlin did reside with and manage the said Edward McLaughlin's house, and store and business, as said Bridget McLaughlin has stated in her said answer, which this defendant has read. This defendant also admits, that he did convey the said property mentioned in the said bill of complaint, in trust for the purposes stated in said deed of trusts, and that the same is liable to said trusts; all of which he submits to the equitable decision of your honors, and does not object to sale of said property upon terms to the best advantage for the interest of all persons concerned; he therefore prays to be hence dismissed, with his costs; and, as in duty bound, will ever pray, &c.

BRENT and BRENT,
for defendants.

County of Alexandria, District of Columbia, to wit:

Upon this 1st day of May, 1839, before me, a justice of the peace of the county aforesaid, personally appeared Edward Sheehy, and made oath that the facts, as stated in his aforegoing answer, are true as therein stated, and that the same is a faithful answer to the said bill of complaint.

NEWTON KEENE.

Answer of Ann Sheehy.

The answer of Ann Sheehy to the bill of complaint of the Bank of Potomac and others, against Edward Sheehy and others, in circuit court of District of Columbia, sitting in chancery for the county of Alexandria.

This defendant saith that she knows nothing of the matters or things charged in the bill of complaint, she being a married woman and wife of the other defendant, Edward Sheehy. This defendant denies, most positively, every charge of fraud made in said bill of complaint, or any combination as therein alledged, of any kind or nature whatsoever; this

defendant says that she does know that said Bridget McLaughlin resided with deceased Edward McLaughlin, and managed for him as stated in the answer of said Bridget McLaughlin, which part of said answer this defendant adopts. This defendant knows nothing more in the premises, but refers to the answer of her husband, Edward Sheehy, and said Bridget McLaughlin, for other matters and things, and prays to be hence dismissed with her costs, &c.

BRENT & BRENT,
For Respondent.

County of Alexandria, District of Columbia:

Ann Sheehy personally made oath, before me, a justice of the peace of the county aforesaid, upon this 8th day of May, 1839, that the facts stated in her aforegoing answer are true; and that she has justly and faithfully answered said bill of complaint, so far as she knows or has been informed.

NEWTON KEENE.

Issues ordered to be tried by a jury.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 5th day of May, 1843, this cause having been regularly set for hearing upon the bill, answer, general replication, exhibits, and depositions filed therein, and having been heard and argued by counsel, the court is unable, satisfactorily, to decide the matters of fact necessary to a correct decision of this cause; and therefore order and direct that an issue or issues be made up between the parties, plaintiffs and defendants, in this cause, to be tried at the bar of this court, setting as a court of common law, to ascertain—

1st. Whether any and what valuable consideration was paid or given, and by whom, to James Robinson for the property conveyed by him to the said Bridget McLaughlin in the bill mentioned; and whether the said property, in the said deed mentioned, was purchased bona fide, by the said Bridget, with her own funds.

2d. Whether the deeds of the 6th of November, 1832, and the 9th of November, 1833, in the bill mentioned, from the said Edward McLaughlin, *and* the said Bridget McLaughlin, or either, and which of said deeds, were or was made with intent to hinder, delay, or defraud, the complainants of their just and lawful actions as creditors of the said Edward McLaughlin, or whether the said deeds were made for valuable consideration, and bona fide.

3d. Whether the deed of the 15th of September, 1834, from the said Edward McLaughlin to the said Bridget, was made, with a like intent, to hinder or delay the said complainants, or bona fide, and for valuable consideration.

And it is further ordered that, upon the trial of the said issue or issues, the bill, answer, replication, and depositions, so far as the same would be competent evidence at the hearing, and the other proceedings in the said cause, may be read in evidence to the jury, together with such other competent evidence as either party may produce at the trial.

And the Monday of the second week of the next term is peremptorily assigned for the trial of the said issue or issues, reasonable notice thereof being previously given to counsel and parties; and, by consent of parties, it is further ordered, that the marshal summon a jury of inhabitants of the county of Alexandria who are not inhabitants of the town of Alexandria.

Jury sworn.

At a court continued and held for the district and county aforesaid, the 9th day of October, 1843, came the parties aforesaid; and thereupon came a jury, to wit: Bazil Williams, Robert Hodgkins, Authony R. Frazer, James T. Ball, Horatio Ball, Richard Sothron, William Minor, Tench Ringgold, Samuel Birch, James H. Carlin, Richard B. Alexander, and Elijah Taylor, who, being sworn well and truly to try the issues in this case, by consent of parties, and with the assent of the court, are continued until to-morrow.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 10th day of October, 1843, came the parties by their attorneys, and the jury sworn to try the issue in this case appeared in court, and by consent of parties, and with the assent of the court, are continued until to-morrow.

And at another day, to wit, at a court continued and held for the district and county aforesaid, the 11th day of October, 1843, came the parties by their attorneys, and the jury sworn to try the issue in this case appeared in court, and by consent of parties, and with the assent of the court, are continued until to-morrow.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 12th day of October, 1843, came the parties by their attorneys, and the jury sworn to try the issue in this case appeared in court, and by consent of parties, and with the assent of the court, are continued until to-morrow.

And at another day, to wit, at a court continued and held for the district and county aforesaid, the 13th day of October, 1843, came the parties by their attorneys, and the jury sworn to try the issue in this case appeared in court, and by consent of parties, and with the assent of the court, are continued until to-morrow.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 14th day of October, 1843, came the parties by their attorneys, and the jury sworn to try the issue in this case appeared in court, and by consent of parties, and with the assent of the court, are continued until Monday morning.

And at another day, to wit, at a court continued and held for the district and county aforesaid, the 16th day of October, 1843, came the parties by their attorneys, and the jury sworn to try the issue in this case appeared in court, and by consent of parties, and with the assent of the court, are continued until to-morrow.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 17th day of October, 1843, came the parties

by their attorneys, and the jury, sworn to try the issue in this case, appeared in court; and, having heard the arguments of counsel, retired to consider of their verdict.

Jury discharged and venue changed.

And at another day, to wit, at a court continued and held for the district and county aforesaid, the 20th day of October, 1843, came the parties by their attorneys, and the jury, sworn to try the issue in this case, appeared in court, and informed the court that it was impossible for them to agree upon a verdict; whereupon the court ordered the jury to be discharged, to which order of the court the defendants object; and, on motion of the defendants, it is ordered that the venue be changed, and that the issues in this case be tried in Washington county; and that the clerk send to the court for that county a transcript of the record and proceedings in this case.

Decree for a resale of trust property.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 4th day of December, 1843, came the parties aforesaid by their solicitors, and the commissioner, appointed by the decree of this court to make sale of the property conveyed by the deed of trust from Edward Sheehy to E. I. Lee and Edward McLaughlin in the proceedings mentioned, having made his report, that a sale had been made under the decree of this court, and that the purchasers had failed to comply with the terms of sale; and the said commissioner having departed this life, on the motion of the complainants, the Bank of Potomac, it is ordered that Charles H. Lee be, and he is hereby, appointed commissioner, he giving like bond as the first named commissioner, to make a resale of the said property in said deeds of trust mentioned, upon the terms and conditions stated in the former orders and decrees of the court respecting the same, provided the said sale shall not be made before the fourth Monday in March next; and that he report his proceedings to the next term of this court for the county of Alexandria.

And, at a court continued and held for the district and county aforesaid, the 3d day of June, 1844, came the parties by their solicitors, and this cause is continued.

Certificate of the verdict of the jury recorded and filed in the chancery court.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 19th day of November, 1844, came the parties by their solicitors, and the following certificate of the verdict of the jury, on the issues ordered in this case, was received from the circuit court for Washington county, and ordered, on the motion of the complainants, to be entered on the minutes of this court.

To the honorable the judges of the circuit court of the District of Columbia, sitting for the county of Alexandria, greeting:

Whereas, at the May term, 1843, of your honorable court in the

cause of the President, Directors, and Company of the Bank of Potomac and others, complainants, and Edward Sheehy and Biddy McLaughlin, and others, defendants, in chancery, it was ordered, that an issue or issues be made up between the parties complainants and defendants in that cause, to be tried at the bar of your court, sitting as a court of common law, to ascertain—

"1st. Whether any and what valuable consideration was paid or given, and by whom, to James Robinson, for the property conveyed by him to the said Bridget McLaughlin in the bill mentioned; and whether the said property in the said deed mentioned was purchased bona fide by the said Bridget with her own funds.

"2d. Whether the deed of the 6th of November, 1832, and the 9th November, 1833, in the bill mentioned from the said Edward McLaughlin, and the said Bridget McLaughlin, or either, and which of said deeds were or was made with intent to hinder, delay, or defraud, the complainants of their just and lawful actions as creditors of the said Edward McLaughlin, or whether the said deeds were made for valuable consideration, and bona fide.

"3d. Whether the deed of the 15th of September, 1834, from the said Edward McLaughlin to the said Bridget, was made with a like intent to hinder or delay the said complainants, or bona fide, and for valuable consideration."

And whereas, at the October term, 1843, of said court, for cause shewn, it was ordered that the venire be changed, and that the issues in said cause be tried in the county of Washington, and that the clerk send, &c., &c.

And whereas a copy of the record of all the proceedings had in said cause having been filed in the said court sitting for the county of Washington, and the complainants and defendants appearing in said court by their counsel, it was, at the March term, 1844, of said court, ordered that, for trying the issues aforesaid, twelve persons from the panel of petit jurors, returned to the court by the marshal of the District of Columbia, be called; who, being called, came, and being duly empannelled and sworn to say the truth in the premises, upon their oath do say:

"Upon the first issue joined the jury say, that the valuable consideration expressed in the deed referred to in the said issue, was paid by Bridget McLaughlin to said James Robertson, and that the said property mentioned in said deed was purchased, bona fide, by the said Bridget, with her own funds."

And we find, as to the second of the said issues, that "the said deeds of the 6th November, 1832, and 9th November, 1833, in the said bill mentioned, from said Edward McLaughlin to said Bridget McLaughlin, were, and both and each of them were made by the said Edward, with intent to hinder, delay, and defraud the said complainants of their just and lawful action as creditors of the said Edward McLaughlin, and that the said Bridget had notice of said intent, and that they were not, nor were either of them made for an adequate valuable consideration, nor were either of them made bona fide between the said parties."

And as to the third of the said issues, we find that "the deed of the 15th September, 1834, from the said Edward McLaughlin to the said Bridget, was made with a like intent to hinder and delay the said complainants, and was not bona fide; and the same was not made for a valuable consideration.

"And we find upon the second and third issues for the complainants."

Signed, JOHN PEABODY,
Foreman.

Whereupon it is ordered by the court here, that the said finding of the jury be certified to the said court setting for the county of Alexandria, which is done accordingly.

In testimony whereof, I have hereto subscribed my name, and affixed the public seal of said court for the county of Washington, this [L. S.] 11th of November, 1844.

WM. BRENT,
Clerk of circuit ct. of D. C. for city of Washington.

Costs in county of Washington, complainants $106 66.
defendants 101 66.

Teste: WM. BRENT, *Clerk.*

Final decree.

And now here, at this day, to wit, at a court continued and held for the district and county aforesaid, the 10th day of June, 1845, came the parties by their solicitors, and the several issues heretofore directed by this court to be tried by a jury, for the satisfaction of the conscience of the court, having been tried by a jury empannelled and sworn for that purpose; and the said jury having found a verdict as follows: "Upon the first issue joined the jury say, that the valuable consideration expressed in the deed referred to in the said issue, was paid by Bridget McLaughlin to said James Robertson, and that the said property mentioned in the said deed was purchased bona fide by the said Bridget, with her own funds," we find for the defendant.

And we find, as to the second of the said issues, that the said deeds, of the 6th November, 1832, and 9th November, 1833, in the said bill mentioned, from said Edward McLaughlin to the said Bridget McLaughlin, were, and both and each of them were made by the said Edward, with intent to hinder, delay, and defraud, the said complainants of their just and lawful actions as creditors of the said Edward McLaughlin, and that the said Bridget had notice of the said intent; and that they were not, nor were either of them, made for an adequate valuable consideration; nor were either of them made, bona fide, between the said parties.

And as to the third of the said issues, we find that the deed of the 15th September, 1834, from the said Edward McLaughlin to the said Bridget, was made with a like intent to hinder and delay the said complainants, and was not bona fide, and the same was not made for a val-

uable consideration; "and we find upon the second and third of the said issues for the complainants."

And the said verdict having been duly certified to this court by the circuit court of the District of Columbia, sitting as a court of common law, and this cause having been, by consent of parties on further directions, set for hearing and final decree, and the same now coming on to be heard upon the bills, original and amended, which have been regularly taken for confessed against those defendants who have not answered, the answers of the other defendants and the replications thereto, the exhibits filed, the depositions of witnesses, the arguments and admissions of counsel, the reports of commissioners, and the finding aforesaid of the jury.

The court, on consideration of the above matters, do now here, this 10th day of June, 1845, order, adjudge, and decree, that the aforesaid deed from James Robertson to Bridget McLaughlin, dated the 27th day of September, 1830, in the bill of the complainants mentioned, was not made with intent to hinder or defraud the creditors of the said Edward McLaughlin, and is not fraudulent and void. And they do further adjudge and decree, that the several deeds, dated the 6th November, 1832, and the 9th November, 1833, and the 15th September, 1834, from the said Edward McLaughlin to his daughter the said Bridget McLaughlin, were made without valuable consideration, and were made with intent to delay, hinder, and defraud, the creditors of the said Edward McLaughlin, and are, therefore, fraudulent and void as against them, and that the said deeds be set aside and annulled.

And the court, proceeding to grant to the complainants such relief as they are entitled to, and as sought in their said bills, do further adjudge, order, and decree, that the real estate described and mentioned in the above last mentioned deeds, from the said Edward to the said Bridget McLaughlin, and by this decree declared fraudulent and void, be subjected to the payment of the debts of the complainants, in the manner hereinafter directed; and that the commissioners hereinafter named do proceed to make out of the said property, by a sale of the same, or so much thereof as may be requisite, and in such lots as to the said commissioners shall seem best, at public auction, to the highest bidder, after giving 30 days notice of the time, place, and terms of sale, by publication in the Alexandria Gazette, the following several sums, that is to say: $388 88, with interest thereon from 12th September, 1835, till paid; and $313 22, with interest thereon from 16th day of July, 1835, till paid; and $6.31 and $639, with interest on $600, part thereof from the 17th April, 1834, and on $39, the residue thereof from 1st October, 1834, till paid; and $8.88 and $117.81, with interest thereon from 1st December, 1834, till paid; and $6.32 and $5,251.75, with interest thereon from the 18th April, 1834, till paid; subject, however, to the deduction of the following sums, as partial payments of the interest due at the several times of payment, that is to say, subject to a credit of $117.50 on the 1st October 1841, of $200, on the 27th December, 1841, of $200 on the third of March, 1842, of $250 on the 25th of

March, 1844, and of $100.97 on the 23d of May, 1844; and that the said commissioners do further make the reasonable expenses of sale, and the costs of this suit; and that the terms of said sale shall be as follows:

One third of the purchase money to be paid in hand to the commissioners, and the residue in two equal instalments at 6 and 12 months, the deferred payments to bear interest from the date of the sale, and to be secured by the notes of the purchasers, with security to be approved by the commissioners aforesaid; the title to the property to be retained till the full payment of the purchase money and interest, and the said property to be resold at the risk and expense of the purchaser, upon the same terms as above directed, upon a failure to comply with the conditions of the sale within ten days from the day of sale, and so toties quoties, till the money is made; and from the funds so to be realized, that the said commissioners, after defraying the expenses of the sale, do pay to the complainants, Elijah Dallet and company, the sum of $388.88, with interest from the 12th September, 1835, to the time of the said sale; and $313.22, with interest thereon from the 16th July, 1835, to the date of said sale; and $6.31, to William H. Miller, the sum of $639, with interest on $600, part thereof from 17th August, 1834; and on $39 the balance thereof from 1st October, 1834, to the day of sale; and $8.38 to Anthony C. Cazenove and Co., the sum of $177,81, with interest thereon from 1st December, 1834, to the day of sale; and $6.32 to the President, Directors and Company of the Bank of Potomac, the sum of $5,251.75, with interest from the 18th of April, 1834, to the time of the said sale, subject, however, to the following deductions, as partial payments of interest due on the aforesaid principal sum at the dates of the said payments, that is to say, subject to a credit of $117.50 on the 1st October, 1841, of $200 on the 27th December, 1841, of $200 on the 3d March, 1842, of $250 on the 25th March, 1844, and of $100.-97 on the 23d of May, 1844; and that the said commissioners pay to the said President, Directors, and Company of the Bank of Potomac, the further sum of $7.91; provided, however, that if any portion of the said debt of the Bank of Potomac shall be paid from the proceeds of the trust property directed by a former decree of this court to be sold, prior to a sale of the lands now directed to be made, then the amount so paid to the said bank shall be deducted from the debt now due to them, and so much only of the aforesaid lands hereby decreed to be sold shall be sold, as shall be necessary to make the above named several sums of money and interest, after making the said deduction of the proceeds of the trust fund paid to the said bank. And it appearing to the court, that the aforesaid debt due to the said bank, originated in an accommodation endorsement by the said Edward McLaughlin for the said Edward Sheehy, the grantor in the deed of trust aforesaid, the court are further of opinion, that upon the payment of the whole of the above sum of $5,251.75 with interest as above directed, and of $7 91 to the said President, Directors and Company of the Bank of Potomac, that the said Bridget McLaughlin is entitled to be substituted to the right of the said bank under the said deeds of trust, as to so much of the $5,251.75, as may be paid

from the proceeds of the sale directed by this decree to be made; and to have the benefit of such substitution as to any balance that may remain of the funds proceeding from the sale of the said trust property. And they therefore order and decree, that Charles H. Lee, the commissioner deputed to make sale of the said trust property, do, upon the full payment of the said sum of $5,251.75, and the interest thereon as above directed, and $7.91, if any part thereof shall have been paid from the proceeds of the lands of Edward McLaughlin, attempted to be conveyed to the said Bridget, and hereby directed to be sold, and any balance of the proceeds of the sale of the trust property remain in his hands, proceed to pay to the said Bridget McLaughlin so much of the said balance as shall equal the amount paid out of the money proceeding from the sale of the lands of the said Edward McLaughlin, towards the satisfaction of the aforesaid debt due to the said bank; and any balance that may then remain of the proceeds of the sale of the said trust property, the said commissioner, C. H. Lee, is directed to pay to the said Edward Sheehy. And the court do further adjudge, order, and decree, that in case of the proceeds of the sales of the lands of the said Edward McLaughlin, by this decree directed to be subjected to the payment of his aforesaid creditors, shall prove insufficient, after defraying the expenses of the said sale, fully to pay and discharge the whole of the aforesaid debts of the complainants, and the interest thereon as above directed, then, and in that event, the said funds are to be divided amongst them, in proportion to the full amount of their said claims; provided, however, that the said President, Directors and Company of the Bank of Potomac, shall receive no portion of the proceeds of the sale hereby directed to be made, until they shall have exhausted the proceeds of the sale of the trust property herein before referred to, and by a former decree of this court directed to be made for the benefit of the said bank. And that the balance of said bank debt remaining due after the application of said trust fund shall be the amount in proportion to which the said bank shall share the said general fund with the other creditors. And Henry W. Davis and Charles H. Lee, are appointed commissioners to carry into effect the directions of this decree, who are authorized to convey the property, when sold, to the purchaser or purchasers; in which conveyances it is further ordered by the court, that the said Bridget McLaughlin, and Edward Sheehy, and Ann Sheehy, wife of the said Edward, do unite, if required by the said purchaser or purchasers of the said property.

Appeal.

From which decree the defendant, Bridget McLaughlin, appeals to the Supreme Court of the United States, which is granted upon her giving bond and security in the penalty of $2,000, to be approved by this court, or one of the judges thereof; and also upon her having the houses in the deeds and decree referred to, insured in some solvent incorporated insurance company for the sum of at least $4,700, and assign the policy of insurance to Cassius F. Lee, clerk of this court, for

the benefit of the complainants in this cause, in the event that the said Bridget shall fail in making good her appeal.

Exceptions.

Defendants' 1st bill of exceptions.—Defendants' 1st bill of exception.

The PRESIDENT, DIRECTORS & COMPANY, of the Bank of Potomac and als., vs. EDWARD SHEEHY and others.

Circuit court of the District of Columbia for the county of Alexandria, October term, 1843, sitting to try issues ordered by the said court in chancery in the said cause.

In the trial of the aforesaid several issues ordered, to wit: This court is unable to decide, satisfactorily, the matters of fact necessary to a correct decision of this cause, and therefore direct certain issues, &c.

1st. Whether any, and what, valuable consideration was paid or given, and by whom, to James Robinson, for the property conveyed by him to the said Bridget McLaughlin, in the bill mentioned, and whether the said property, in the said deed mentioned, was purchased bona fide by the said Bridget with her own funds.

2d. Whether the deed of the 6th of November, 1832, and the 9th of November, 1833, in the bill mentioned, from the said Edward McLaughlin to the said Bridget McLaughlin, or either and which of said deeds were or was made with intent to hinder, delay, or defraud, the complainants of their just and lawful actions as creditors of the said Edward McLaughlin, or whether the said deeds were made for valuable consideration and bona fide.

3d. Whether the deed of the 15th September, 1834, from the said Edward McLaughlin to the said Bridget, was made with a like intent to hinder or delay the said complainants, or bona fide and for valuable consideration.

And after the jury had been sworn, and the bills and answers had been read to the jury, the complainants having read in evidence the several deeds named in their bill of complaint, and filed with the same as exhibits Nos. 5, 6, 7, and 8, and also two other deeds named in said bill, and filed therewith as exhibits Nos. 9 and 10, then offered to read in evidence, as applicable to the said issues submitted to the jury, the record and process of a judgment rendered in the circuit court of the District of Columbia for the county of Alexandria on the law side, in favor of Elijah Dallett and Elijah Dallett, jr., under the name and firm of Elijah Dallett and Company, against Edward Sheehy, as administrator of Edward McLaughlin, deceased, together with the execution and return of execution on the same; which record is in the words and figures following, to wit: [see page 175 of this record.]

And at the same time the said complainants offered to read in evidence another record and process of a judgment at law, rendered in the said circuit court of the District of Columbia, in favor of the President, Directors and Company of the Bank of Potomac, against the said Edward

Sheehy, as administrator as aforesaid, together with the execution and return of the execution on the same; which said record is in the following words and figures, to wit: [see page 155 of this record.]

And at the same time the said complainants offered to read in evidence the several records and processes of judgment at law rendered in the said circuit court, in the words and figures following, to wit: [for the record in the case of Miller vs. McLaughlin's administrator, see page 182; Cazenove & Co. against the same, see page 189; Bank of Potomac vs. Sheehy, see page 171 of this record.]

To the admission of the said several records as evidence in this cause, Bridget McLaughlin, one of the defendants in said cause, objects; and the court having overruled the said objection, and permitted the same to be read in evidence, the said Bridget McLaughlin excepts to the same, and prays that this, her bill of exceptions, may be signed, sealed, and enrolled; which is accordingly done.

Mem. The said judgments are two of the same judgments referred to in the bill and proceedings.

W. CRANCH, [SEAL.]
JAS. S. MORSELL. [SEAL.]

It is agreed that the above bill of exceptions shall be considered as taken and filed in this trial of the issues, October 1, 1844.

JOS. H. BRADLEY, *for plaintiff.*
BRENT & BRENT, *for deft.*

Defendant's 2d bill of exceptions.

2d exception.

At the trial of this cause the complainants, to support the issues joined after the evidence in the first bill of exceptions, which is made part hereof, then offered to read in evidence the record of a judgment and proceedings in the case of the Bank of Potomac against Edward Sheehy, administrator of Edward McLaughlin, upon a devastavit, (see page 164 of this record,) but the defendant, by her counsel, objected, and the court admitted the same to be read; and defendant excepts, this 1st day of October, 1844.

W. CRANCH, [SEAL.]
JAMES S. MORSELL. [SEAL.]

Defendant's 3d bill of exceptions.

3d bill of exceptions.

In addition to the evidence contained in the aforegoing exceptions, made a part hereof, the complainant offered to read in evidence the deposition of Cassius F. Lee, [see page 135 of this record,] but the defendant objected to the reading of the answer of said witness to the third interrogatory, and the court overruled said objection, and admitted the same to be read in evidence, for the purpose of impeaching, as well the deed of 15th September, 1834, as the previous deeds embraced in this

issue; whereupon the defendant excepts, and this exception is signed, sealed, and enrolled, this 3d of October, 1844.

W. CRANCH. [SEAL.]
B. THRUSTON. [SEAL.]

Defendant's 4th bill of exceptions.

4th bill of exceptions.

After the evidence contained in the aforegoing bills of exceptions had been given, (which evidence is to be considered as herein incorporated,) the complainants further read in evidence, in addition to the said bill, records, &c., therein stated, the exhibits referred to in said bill, the records of proceedings in the chancery court, the agreement of council contained in said record, and the several papers referred to in said agreement; and the complainants further read in evidence the letter of Edward McLaughlin, dated August, 1834.

ALEXANDRIA, *August 23d*, 1834.

DEAR SIR: I am desirous of making some arrangement with the Bank of Potomac, respecting the debt due the bank by my unfortunate son-in-law, Edward Sheehy, and for which I am responsible. I therefore submit the following proposal to the president and directors.

I will let the bank have, in payment of the debt, the following described property, at a fair valuation; and if it should not amount, at a fair valuation, to the debt and interest, I will pay the balance.

If this proposition does not meet the approbation of the board, I will sell the property upon such credit and terms as the bank may fix, and will transfer the paper that may be received, and the security that may be taken, for the punctual payment of the notes, to the bank, in discharge of the debt.

The property I offer the bank is—

1st. A lot and three-story brick house, and other improvements, situate on the east side of Fairfax street, binding on Fairfax street 28 feet 3 inches, and running east 98 feet. This property cost me $1,000.

One lot and three-story tenement on it, situate on the north side of Prince street, and binding on it 20 feet, and running back 88 feet 3½ inches. This property cost $5,500, and is slate-roofed and well finished.

One other lot and two buildings thereon, on the east side of Water street, binding on it 22 feet, running east 40 feet, to an alley. This property cost $3,500. This is also slate-roofed.

You will oblige me by laying this proposal before your board, and let me know their decision as soon as convenient.

I am, respectfully, yours, &c.,

E. McLAUGHLIN.

To PHINEAS JANNEY, Esq.,
President of the Bank of Potomac.

The defendant then gave evidence, tending to shew that, at the dates respectively of said deeds in issue, Edward Sheehy, (the maker in the

promissory note whereof Edward McLaughlin was endorser,) was the owner of real and personal property to the value of $11,950, which the said Sheehy had not conveyed or disposed of, except in part, by the deeds of trust to Edmund I. Lee and Edward McLaughlin, (see pages 12 and 16 of this record,) and gave further evidence to shew that, at the dates of said deeds in issue, the said grantor, Edward McLaughlin, was the owner of the merchandise in an extensive grocery store kept in Alexandria, D. C., and carried on by defendant, Bridget, on his account; and also, that the said Edward was extensively engaged in cutting and putting up large quantities of meat for sale, and that at the same time he was the owner of considerable personal property in his possession, and at his death, in October, 1834, his personal property was worth, according to the inventory, $1,653, and that the said Edward McLaughlin was in good credit and high standing in said town of Alexandria. And the defendant then read in evidence the deposition of Ann Sheehy.

BANK OF POTOMAC
vs
SHEEHY and others.

Circuit court of the District of Columbia, for Washington county, D. C.

Deposition of Ann Sheehy.

The complainants will please take notice, that at 5 o'clock, P. M., on Thursday, the 3d of October, 1844, at the residence of Edward Sheehy, in the town of Alexandria, D. C., the deposition of Ann Sheehy, a very infirm witness, will be taken, de bene esse, before me, to be read in evidence in the above cause, when you are requested to attend, and to put interrogatories, if you think proper; the said deposition to be taken for Bridget McLaughlin, defendant.

JOS. EACHES,
Mayor of the town of Alexandria.

1*st October*, 1844.

Deposition of Ann Sheehy, taken at the residence of Edward Sheehy, in the town of Alexandria, District of Columbia, on Thursday, the 3d day of October, one thousand eight hundred and forty-four, beginning at 5 o'clock, P. M., to be read in evidence on behalf of Bridget McLaughlin, in a certain cause now depending before the circuit court of the District of Columbia, in which the Bank of Potomac and others are complainants, and the said Bridget McLaughlin and others, defendants.

The said Ann Sheehy being very infirm, the deposition is taken de bene esse, in pursuance of the annexed notice.

The deponent, being of lawful age, and first duly sworn, deposes and says as follows:

That she is the daughter of Edward McLaughlin, deceased, and sister of Bridget McLaughlin, one of the defendants; that Bridget commenced attending in the store of her father about twelve months after

she arrived in the United States, which, to the best of her recollection, was late in the year of eighteen hundred and eleven, and in which capacity she continued until his death; her time was entirely devoted to his business. The deponent states, that about the last of the year 1816, or the beginning of the year '17, the said McLaughlin called on his daughter, the said deponent, and told her that his daughter, the said Bridget, was about leaving him, and opening a store in a house that had been offered to her by her uncle, Mr. Sherron, for herself, and he said that if she should leave him, it would be the breaking of him up, and asked the deponent to persuade her not to take such a notion in her head, and that he was allowing her more than she could make in any store to herself. After that, the deponent stated to her sister what her father said, and her father and the said sister had a conversation together on the said subject in her presence, upon which occasion he promised her that, if she would remain in his employ, she should have more than she could make in any other store, that is to say, he would pay her more. At that time there was an agreement that she should remain with her father upon his promise to pay her. The agreement continued as long as her father lived, and she continued in his service under said agreement until his death.

Question by the defendants' counsel. Had you any subsequent conversation with your father relative to any indebtedness to your sister; and what did he then say; and at what time did said conversation take place?

Objected to by the plaintiff's counsel.

Answer. I had, when he informed me that he intended to pay her in property, and feared that he would not have property enough to pay her; which conversation, I believe, took place in the year one thousand eight hundred and twenty-seven, about the time of the great fire in Alexandria; the conversation was induced by my applying to my father to lend me money. The deponent states, that, from her acquaintance with the business of her father, and the services of her sister, she would consider four hundred dollars per annum, with board, not full compensation, as she had the whole management of the business in the store.

The deponent further states, that her sister has been, and now is, in bad health, which, in the opinion of the deponent, was caused by her attention and exposure in the store of her father.

Question by the plaintiff's counsel. Are you the only sister of Bridget McLaughlin; and which is the older?

Answer. I am; and I am the younger.

Question by the same. Do you enjoy good health?

Answer. I do not, nor have I for the last twelve or eighteen months.

Cross-examination continued.

I have sometimes been engaged in my father's store, but very seldom; my sister has been in bad health ever since she stopped store-keeping. The first conversation between my father and sister, before referred to,

took place in the last of the year 1816, or the beginning of the year 1817. I believe that I stated to the court, on a former occasion, that it was the year 1817, but now I think it was 1816 or 1817. I have no recollection of any person being present at that conversation other than my father and myself; he told me nothing further than what I have stated, to the best of my recollection.

Cross-examination continued.

My father did not name to me what sum he would pay my sister, but said he would pay her more than she could make in a store to herself; he told me, in the first conversation, that he intended to pay my sister in property, and I communicated the information to my sister, upon which she determined to make no change. I was present at the agreement when my sister consented to remain with my father. I recollect three conversations distinctly with my father on the subject, and I may have had more. After the death of my father, my sister continued in the store for some time; she bought a few things; on reflection, I do not recollect that she bought any thing. There were three coloured women, slaves, in the family of my father, belonging to him; they were about the store.

Examination in chief resumed.

When I speak of there being three women slaves in the family of my father, I speak to the best of my recollection; I did not reside with my father, but kept house in another part of the town. Since my marriage I have lived apart from the family of my father and sister. The health of my sister was tolerably good while keeping store for her father, but was impaired by the attention to the business; her health, at the commencement of the business, was good, but was impaired by her attention to the business. In two different conversations held by me with my father, he stated that he would pay my sister in property.

Cross examination resumed.

My father gave me what money I wanted whenever he had it to spare, and I asked him for it. I had conversations with my father relative to compensating my sister for her services, both before and after my marriage. The first conversation mentioned in my deposition I believe to have been before my marriage, and the last subsequent thereto, but I cannot be positive as to dates.

Further this deponent sayeth not.

ANN SHEEHY.

District of Columbia, town and county of Alexandria, to wit:

I hereby certify, to the honorable the circuit court of the District of Columbia for Washington county, that the preceding deposition was taken de bene esse before me, Joseph Eaches, mayor of the town of Alexandria, at five o'clock, P. M., on Thursday, the 3d day of October, 1844, at the residence of Edward Sheehy, in the town of Alexan-

dria, in the District of Columbia, at the instance of Bridget McLaughlin, a party in a suit depending in your honorable court, wherein the Bank of Potomac is plaintiff, and Edward Sheehy and others are defendants; and that the reason for taking said deposition was, that the witness above mentioned is very infirm, and that said witness was by me carefully examined, and cautioned, and sworn to testify the whole truth, and her evidence is truly written down and reported as above set forth.

And I do further certify, that the preceding deposition was reduced to writing by me, and signed by the said witness in my presence, as above purporting to be signed; and that I am not of counsel or attorney for either of the parties in the said suit, nor am I interested in the event thereof.

Given under my hand and the seal of the corporation of Alexan-
[L. S.] dria, this third day of October, in the year one thousand eight hundred and forty-four.

JOS. EACHES, *Mayor*.

MAYOR'S OFFICE, ALEXANDRIA,
October 4th, 1844.

To the judges of the District of Columbia for the county of Washington.

I hereby certify, that the enclosed deposition of Ann Sheehy, taken before me, yesterday, in the case of the Bank of Potomac vs. Edward Sheehy and others, has been retained in my possession from the time it was taken and signed, until the time of sealing it up and handing it to the bearer, Thomas Slatford, one of the constables for the county of Alexandria, who has been charged by me to deliver it to your honorable court, and to no other person or persons.

Given under my hand, at the date above written.

JOS. EACHES.

And further gave evidence tending to shew, that from the year 1810, down to the death of Edward McLaughlin, in October, 1834, the said Biddy McLaughlin was employed by her said father in superintending a large and profitable retail store in Alexandria, in which she acted in selling goods, and that she often purchased goods for her said father, and went for that purpose to Baltimore and Philadelphia; that from the extraordinary character of her services, in attending to the household affairs and the general business of her father, the said services were worth, in the opinion of witnesses acquainted with her services, the sum of $400 per annum, over and above her board and maintenance, during the whole period of such services.

And further gave evidence to shew, that the whole value of the property conveyed by the deeds in issue, exclusive of the deed from Robinson, was not worth more, according to the assessed value thereof, than $8,800, and that the property mentioned in said deed from Robinson, was assessed only to $1,800, and that such assessments were in fact higher, in the town of Alexandria, than the real value of property, and so made to increase the taxes to pay the debts of the corporation.

And further gave evidence tending to prove, that the said Edward Sheehy, from 1827 to 1834, was carrying on business as a retail merchant in a grocery store in said town of Alexandria, and was a man in good credit and of standing in said town, and was doing an active business in said retail store, as well as in curing and putting up salted meat for sale.

And further gave in evidence, the depositions of James Sheehy, Hugh C. McLaughlin, John Creighton, Thomas Smith, and William C. Reynolds, mentioned in the record of this case, (see pages 136 to 148 of this record;) and also the inventory and appraisement of the estate of said Edward McLaughlin, deceased, mentioned in the record of this case, to wit: (See page 61 of this record.)

The defendants further gave evidence, that the said property, conveyed by the said Edward Sheehy, in the aforesaid deeds of trust, was worth, at the dates of said deeds of trust, as well as at the dates of the said several deeds to the said Bridget McLaughlin, the sum of $10,950, to wit, that the lot on Water street was worth $3,000; the lot on north side of Prince street $4,000; the soap-house, utensils, chandlery, &c., mentioned, $1,500; the 11 shares of turnpike road stock $550; the three slaves therein named $900; the furniture $1,000.

And further gave in evidence, that between the years 1824 and 1827, the said Edward McLaughlin often declared to the witness, that the said Bridget McLaughlin had intended to leave his employment, at an early period, and to go into business for herself in the said town of Alexandria; and that he had then made an agreement with said Bridget, if she would remain and attend to his store, he would pay her for her services, and that he would pay her in property; and that in consequence of said agreement, Bridget had remained with him.

And further gave in evidence, that the several debts due to the Bank of Alexandria, and the Farmers' Bank of Alexandria, mentioned in the said deed of trust of the 15th of March, 1833, and the debt stated in the bill of complaint to be due to Mordecai Miller and William H. Miller, under the name and firm of Mordecai Miller & Son, had been satisfied and paid by the said Edward Sheehy, at the aforesaid dates.

And further gave in evidence, that the lot on Fairfax street, mentioned in Edward McLaughlin's aforesaid letter in August, 1834, was assessed in the name of James Sheehy, at $1,200.

And further gave in evidence, that the said Bridget McLaughlin's services were confined to selling in the store of said Edward during said time, and to her going two or three times with said Edward as aforesaid to Baltimore and Philadelphia to buy goods; and that the said Bridget did not meddle with, or interfere in, the pecuniary affairs and mercantile transactions of said Edward in any other manner; but, on the contrary, that said Edward attended to all the same himself, and rested.

And, whereupon, the complainants, by way of rebutting proof, offered evidence tending to show, that the said Edward McLaughlin, in his lifetime, kept a small retail grocery store in the town of Alexandria; that he had but two children, the said Bridget and Ann, intermarried

with said Edward Sheehy; that said Bridget always, from the year 1812, to the death of said Edward, which happened about the first October, 1834, lived with her said father, and assisted him as clerk and shopkeeper or sales*man*. That she could not read or write. That the said Edward, at one time, for about a year, had two stores, one of which was conducted by said Bridget alone, and the other by said Edward; that he was, during the lifetime of his wife, also assisted by his said wife; that, during the period in which said Bridget was so employed, competent clerks, both as salesman and bookkeepers, could have been employed, and were employed, in said town of Alexandria, at prices ranging from $150 to $250, and their board; that said Bridget had a minute and particular knowledge of her said father's business and transactions, and managed as well his pecuniary as his said mercantile business; that said Edward, in the course of his said business, accumulated property in the said town of Alexandria, consisting of real estate, valued at $, besides his stock of goods, and his furniture and negroes, amounting to a considerable sum of money, much larger than the amount of the inventory of his estate rendered after his death, and exhibited in said record; that said Edward Sheehy, the son-in-law of said Edward McLaughlin, was in business in the said town of Alexandria, and in good credit previous to the spring of 1827, and that in January, 1827, he suffered severe losses by a fire, which occurred in said town; that he afterwards, about the year 1830, went into business again, but soon after that became intemperate and neglected his said business, and that said Sheehy could not at any time, after the year 1827, have procured, on his own credit, a loan of $5,000, but that with the endorsement of said Edward McLaughlin his note would have been good for a much larger sum; that the property mentioned in the said deed, from James Robinson to Bridget McLaughlin, was always, from the year 1832, to the death of said Edward McLaughlin, assessed on the tax books of the town of Alexandria to said Edward McLaughlin, and never was assessed on said books to said Bridget; and that deed, and the subsequent deeds given in evidence, to wit, the deed of 6th November, 1832, 9 Nov'r, 1833, and 15 September, 1834, from said Edward McLaughlin to said Bridget, contained all the real estate at any time assessed to or known as the property of said Edward McLaughlin in said town of Alexandria; that said Biddy McLaughlin had no visible property or estate, but always resided in her father's family, and assisting him in his said business and family; and in order to shew the character of said business they further offered evidence to shew that, in the shop in which it was carried on, a cask of liquor was kept standing, to which the customers resorted for drink when they pleased; that the said shop was frequented day and night by negroes coming from the country adjacent, and was kept open at night and on Sundays; that the stock of goods, kept in said shop, was small in amount; that the said shop itself was about sixteen feet square, and communicated directly with a small back room, in which his family resided for many years; and also, by the same witnesses, who spoke of the value of said Sheehy's pro-

perty, as stated in said defendants' statement of the evidence, that the said property was worth as much in the years 1839, '40, and '41, as it was at the periods stated in said evidence. Whereupon the defendant, Biddy McLaughlin, prayed the court, upon the whole evidence, to instruct the jury as follows:

The court instructs the jury that the answer of the defendant, Biddy McLaughlin, is evidence of the payment of a valuable consideration by said defendant, at the execution of the several deeds in issue, in the manner stated in said answer, and the jury are bound to believe the statements in said answer, as to the consideration of said deeds, unless the jury shall find that the same is contradicted by two credible witnesses, or one credible witness, and pregnant circumstances, or that the answer is too contradictory to be entitled to credit.

That the answer of Biddy McLaughlin having denied all fraud in the execution of the deeds in issue, the said answer must prevail, unless overcome by two witnesses, or one witness and circumstances.

If the jury shall find, from the evidence aforesaid, that the answer of Biddy McLaughlin denies all fraud in the execution of the deeds in issue, then the alleged fraud must be proved by two witnesses, or one witness, and circumstances.

That the answer of the defendant denying the allegations in the bill that the deeds in issue were made without valuable consideration must prevail, unless the complainants satisfy the jury, by two witnesses, or one witness, and corroborating circumstances, that said deeds were in fact made without valuable consideration.

If the jury shall find, from the evidence aforesaid, that at the date of the deeds respectively mentioned in the second and third issues, there was ample property and means of payment belonging to said Edward Sheehy and Edward McLaughlin, (exclusive of the property mentioned in said last deeds,) to satisfy the claim of said Bank of Potomac, and if the jury further find that the said deeds were not made with any actual interest or purpose to hinder, delay, and defraud creditors, and were made bona fide, then there is no legal intent or purpose to hinder, delay, or defraud the complainants, said Bank of Potomac, by the execution of said last deeds.

That the circumstance of Edward McLaughlin being indebted at the dates of said deeds in issue, mentioned in the second and third issues respectively, does not, of itself, constitute a sufficient ground to avoid said conveyances, (even if voluntary,) in regard to prior creditors; but the question whether the same are fraudulent or not, is to be ascertained, not alone from the mere fact of indebtment at the time, but from all the circumstances of the case; and if the circumstances do not establish fraud, then the said deeds are valid, as against prior creditors, notwithstanding they may have been made for natural love and affection, without valuable consideration, and the said deeds are not made with intent to hinder, delay, and defraud creditors.

If the jury find, from the evidence aforesaid, that the claim of the Bank of Potomac was founded originally on the discount of notes, in

which Edward Sheehy was maker and Edward McLaughlin endorser, which notes were renewed from time to time, until finally they were consolidated and renewed by the note dated 14th February, 1834, offered in evidence as part of the record in the suit by the Bank of Potomac against Edward McLaughlin; and if the jury find that the deeds in issue were made bona fide without any valuable consideration whatever, yet the same are not fraudulent as against the Bank of Potomac; provided the jury farther find, that the claims of said bank, at the time of executing such deeds respectively, could have been realized, if prosecuted by suit, out of the personal responsibility of said Sheehy, and the sufficiency of his property to meet the claim of said bank, and the personal liability of Edward McLaughlin, and the sufficiency of his property and the means of payment, not included in said deeds, and no subsequent failure of said Edward Sheehy and his property, or said Edward McLaughlin and his property and means of payment, will invalidate said deeds.

If the jury find, from the evidence aforesaid, that the deeds mentioned in the second and third issues were executed in pursuance of a previous parol contract between Edward McLaughlin, the grantor, and Biddy McLaughlin, the grantee, by which, in consideration of personal services rendered, and to be rendered, by the said Biddy, at the instance and request of the said Edward, he, the said Edward, agreed to convey to her property in payment for said services, then the said deeds are valid in law as against existing creditors, and not fraudulent; provided the jury farther find that the said parol contract had been faithfully performed by said Biddy, on her part, previously to the execution of said deeds, and that said deeds were made bona fide, and not with intent to hinder, delay, and defraud the creditors of said Edward McLaughlin.

If the jury shall find, from the evidence aforesaid, that the note of Edward Sheehy, endorsed by Edward McLaughlin, dated 14th February, 1834, for the sum of $5,250, was given to the Bank of Potomac in renewal of other notes held by said bank against said parties; and if they further find that, upon the said 14th February, 18 , the deeds in issue, dated respectively on the 27th September, 1830, 6th November, 1832, and 9th November, 1833, were duly recorded among the land records of Alexandria county, District of Columbia, then the jury are bound to find that the said bank did not trust said Edward McLaughlin in receiving said notes of 14th February, 1834, upon the faith of the property previously conveyed by said deeds, and the same are not fraudulent as against said Bank of Potomac, notwithstanding the original debt, in renewal of which said note of the 14th February, 1834, was given, had existed anterior to the date of the deeds herein mentioned.

That if the jury find, from the evidence aforesaid, that the notes held by the Bank of Potomac were renewed after the execution of all the deeds in issue, except that of September, 1834, by taking the note of 14 February, 1834, and that said last note was executed after the

recording of said deeds, except the deed of September, 1834, then the jury may infer, as against said Bank of Potomac, that it did not give credit to said Edward McLaughlin on the faith of the property conveyed by said deeds, so recorded, and that the said bank was not defrauded by said deeds.

That should the jury find, from the evidence aforesaid, that the note upon which suit was brought by the President, Directors, and Company of the Bank of Potomac against Edward McLaughlin, in his lifetime, and as set forth in the record in said case, in evidence in this case, was a renewal of other notes, on which said Edward was only the endorser, and that said note was not protested until the 18th of April, 1834, and said McLaughlin was only an endorser on the same, then the said McLaughlin was not a debtor of the said bank before the said 18th April, 1834.

That the several deeds in issue are not fraudulent, so far as respects creditors subsequent to the execution of said deeds respectively, merely because the same were without actual consideration.

If the jury find, from the evidence aforesaid, that the deeds in second and third issues were not made by the grantor with a view to future indebtedness, or with intent to deceive or defraud subsequent creditors, then said deeds, even if voluntary and without consideration, are not fraudulent, as against creditors subsequent to the execution of said deeds.

That there is no evidence in this cause to contradict the payment, by Bridget McLaughlin, of the consideration expressed in the deed mentioned in the first issue, or to impeach the bona fides of the deed from said Roberson to said Bridget, mentioned in said issue.

That, in the said bill of complaint, it is also charged "that the said McLaughlin was, at the date last mentioned, (27th September, 1830,) heavily indebted to other creditors; and that, with a view to protect his property from the payment of his debts, and more especially of the debts due your orators, the President, Directors, and Company of the Bank of Potomac, and to hinder and delay his said creditors in the recovery of their said debts, he combined and confederated with his said daughter, the said Bridget, otherwise called Biddy McLaughlin, fraudulently to convey and transfer his property to her;" and the said Bridget is called upon, in said bill of complaint, to answer, upon her oath, and true, full, and perfect answer make to the premises, as fully as if each charge herein before made were repeated and specially interrogated." The answer of the said Bridget McLaughlin to the said charge, in the words and figures following, to wit: "This defendant, for further answer to said bill of complaint, positively denies that she did confederate and combine with the said deceased to protect his property from the payment of his debts, and more especially the debts due to the said President, Directors, and Company of the Bank of Potomac, and to hinder and delay the said creditors in their recovery of the said debts," record, page , is evidence in this case, and is to be taken as true and conclusive, unless contradicted by the testimony of two witnesses, or of one witness and strong circumstances.

That in the bill of complaint, in this case, the complainant also charge that the defendant, "Bridget McLaughlin, had no means of acquiring any property for herself, nor can she disclose any source from which she ever did acquire any property, other than from the conveyances aforesaid;" and in said bill she is called upon to answer, upon her oath, and a "true, full, and perfect answer make to the premises, as fully as if each charge hereinbefore made were repeated and specially interrogated;" that the answer of said Bridget to the above charge and call of the complainants, in the following words and figures, to wit: "that she was about twenty-one years of age when she came to reside with her father in the town of Alexandria, in the District of Columbia, and then capable of getting a livelihood by her own personal exertions, and was independent of her said father; that she came to reside in the aforesaid place in October, 1811, where she has resided ever since, and since which time she has been laboring for her own profit and advantage, as she will hereafter state; and that the considerations of the aforesaid last mentioned deeds from said deceased to her were the result of her said labors and acquirements, and so understood at the time the said deeds were made in consideration thereof, &c." Page 51 of record.

This defendant says, that, independent of other resources, which she is not bound to disclose, she was entitled to, and derived by agreement with her said father, a large sum of money for her services rendered in attending to the store and business of her said father; that in the spring of the year 1812, her father, in his lifetime, opened a store, and continued, to the day of his death, to keep stores, and to carry on business; that from the said spring of 1812 to the day of his death, which took place 1st Oct., 1834, being about twenty-two or more years, this deponent devoted her entire time, both by day and late at night, to attend to the business of her said father, and in managing his family and attending to him, &c.; that for all of said services it was agreed by her said father and herself that he was to allow this defendant a reasonable salary, besides her boarding and maintenance; and that this defendant charged her said father, as agreed at the time, at the rates of $\$400\frac{00}{100}$ per year for her said services, over and above her maintenance; and that the services of the defendant, for the aforesaid time, amounted to, at the said dates, about $\$9{,}000\frac{00}{100}$; of which sum the defendant has received but a very small portion, leaving due to this defendant, at the dates of said several deeds to her from her said father, a much larger sum than the value of all of said property conveyed to her;" record, page 56, is evidence, and is to be taken as true and conclusive, unless contradicted by the testimony of two competent and credible witnesses, or of one competent and credible witness and strong circumstances.

That there is no evidence in this case that Edward McLaughlin was the owner, or had any right to the property conveyed by James Robinson to Bridget McLaughlin, by deed dated 27th September, 1830, named in said bill of complaint.

If the jury find, from the evidence aforesaid, that the deeds in issue

were not made with intent to defraud creditors subsequent to the dates thereof, respectively, then the said deeds are not fraudulent as to subsequent creditors, although the jury may find that said deeds were made without any valuable consideration.

But the court refused to grant said prayers and to give said instructions, or any of them; and the said defendant excepts, claiming the said benefit of exception as if the refusal to grant each prayer were made the subject of a separate exception. And thereupon this bill of exception is signed, sealed, and enrolled this 11th day of October, 1844.

W. CRANCH, [SEAL.]
B. THRUSTON. [SEAL.]

Complainants' exceptions.

Complainants' exceptions.

And thereupon, and after the whole evidence aforesaid had been given, the said defendant, by her counsel, prayed the court to instruct the jury as follows:

That the presumption of law is against the commission of fraud, and the burden of proof is upon the complainants to establish, by evidence, the allegation of fraud in the execution of the deeds in issue.

Notwithstanding the jury may be satisfied, from the evidence aforesaid, that the said conveyances, or any one of them named in the bill of complaint, were made by the said Edward McLaughlin or the said James Robinson, and contrived of malice, fraud, covin, collusion, or guile, to the intent or purpose to delay, hinder, or defraud the creditors of the said Edward McLaughlin of their just and lawful actions, suits, debts, accounts, damages, or forfeitures, the same are not invalid and void, should the jury be further satisfied that the grantee, Bridget McLaughlin, acted in good faith, and without being privy to said fraudulent intent, or acting in collusion with the said Edward McLaughlin, and gave a valuable consideration for the same; and that a valuable consideration in a deed does not necessarily import the full value of the property named in said deed.

And so much of the answer of Biddy McLaughlin as to the consideration of the two deeds, dated 27th September, 1830, and 15th September, 1834, as follows, to wit:

"This defendant says, that the said property from the said James Robertson, conveyed to her upon the 27th September, 1830, was paid for by this defendant; and that she gave the sum of $600, as well as she now recollects the amount, the consideration of said lot, to her father to pay for it; and the same was paid for out of her own money, and so bought by her; of this she is positive." (See page 51 of this record.)

"She also denies, most positively, that the deed of the 15th September, 1834, also named in said bill of complaint, was fictitious; and she states that the said sum of $600, therein stated to be the consideration, were bona fide paid to the said deceased by her in manner as she will hereafter state," (page 51 of this record.)

"This defendant says that the property conveyed to her by James

Robertson was purchased for her, and paid for out of her own money. This defendant also says that she did really and bona fide pay to her father the said sum of six hundred dollars for the property conveyed to her by deed of 15th September, 1834.

"This defendant says that, independent of other services which she is not bound to disclose, she was entitled to, and derived by agreement with her father, a large sum of money for her services rendered in attending to the store and business of her said father; that, in the spring of the year 1812, to the day of his death, which took place 1st October, 1834, being about 22 or more years, this defendant devoted her entire time, both by day and late at night, to attend to the business of her said father, and in managing his family, and attending to him, &c.

"That, for all of her said services, it was agreed by her said father and herself, that he was to allow this defendant a reasonable salary besides her board and maintenance; that this defendant charged her said father, as agreed at the time, at the rate of $400 per year, for her said services, over and above her maintenance; and that the services of this defendant, for the aforesaid time, amounted to, at said rates, about $9,000, (Record, page 56,) is to prevail, unless contradicted by two witnesses, or one witness and strong circumstances."

Which instruction the court gave, adding, however, after the words, "one witness and strong circumstances," the following words: "or unless the jury shall find from the whole of said answer that the same is so inconsistently absurd, or false on its face, as to be unworthy of credit."

If the jury find, from the evidence aforesaid, that the several deeds mentioned in second and third issues, or any of said deeds, were executed bona fide in payment of a debt due by the grantor to the grantee, and not with intent to hinder, delay, and defraud creditors, then said deeds are not fraudulent as to creditors, although the property conveyed by said deeds was greater in value than the consideration on which the same were made; but the jury are at liberty to consider the inadequacy of consideration, (if in fact there be such inadequacy,) together with other circumstances in the case in deciding upon the issues aforesaid.

That the circumstance of the property conveyed by the deeds in issue, being assessed after the execution of said deeds on the books of the corporation of Alexandria, in the name of Edward McLaughlin, is not of itself sufficient to avoid said deeds, provided the jury shall find that said deeds were duly recorded among the land records of Alexandria county, and that the said deeds were otherwise not fraudulent.

Given with the following qualification, viz: That the circumstance above mentioned is matter of evidence for the consideration of the jury on the trial of the issues in this cause.

That should the jury be satisfied, from the evidence aforesaid, that the said Edward McLaughlin was indebted to the said Bridget, at the date of the said several deeds, or any of them, and that said conveyances, or any of them, were made to the said Bridget, bona fide, and to prefer her over any of his other creditors, and in payment of what was due to her, although the said Edward may have been largely in-

debted to others, and even in failing circumstances at the time, then such deeds or deed, as the case may be, are not thereby made invalid; and the said complainants, by their counsel, objected, singulation as collective, to the giving of the said instructions, but the court gave the same; and thereupon the complainants except to each and every of said instructions so given, and pray the court to sign and seal this bill of exceptions, and to cause the same to be enrolled according to the statute, which is done accordingly, this 11th day of October, 1844.

W. CRANCH, [SEAL.]
B. THRUSTON. [SEAL.]

And thereupon, and after the whole evidence aforesaid, in the said former bill of exceptions contained, and after the giving of the said instructions so prayed by said defendant, the complainant prayed the court to instruct the jury as follows: And as to the second class of cases prohibited by the said statute, the court instructs the jury that all deeds, made on any other than a valuable consideration, are voluntary deeds; that the said deeds of the 27th of September, 1830, and the 15th of September, 1834, purport to be for a valuable consideration; that the said deeds of the 6th of November, 1832, and 9th November, 1833, purport to be voluntary, although expressed to be for the nominal consideration of five dollars. The court further instructs the jury as to these two last mentioned deeds, that if they shall believe, from the evidence aforesaid, that the said Edward McLaughlin was the endorser for the said Edward Sheehy, his said son-in-law, at the time of the execution of these two deeds respectively, in the sum of about seven thousand dollars, these two deeds, being executed for natural love and affection, are fraudulent and void under the statute, as against creditors existing at the time. But the court, for the purpose of shewing that said deeds were fraudulent and void, having permitted the complainants to give evidence of the existence of the debt of complainants now sought to be recovered, prior to the execution of either of the said deeds, has also permitted the said defendants, for the purpose of rebutting that proof, to go into the evidence of her circumstances and relation to her father, it is evidence to rebut the evidence of actual fraud spoken of in the previous part of this instruction, but is not evidence to contradict or vary the consideration of these deeds.

And the court, laying down the law for the guidance of the jury in this case, further instructs the jury, that if, from the evidence, they shall find that the said two deeds, together with those of the 27th September, 1830, and 15 September, 1834, conveyed and covered all the real estate of the said Edward McLaughlin, and were executed by him merely in order to indulge his affection for his said daughter, then the said two deeds are within the express prohibition of the statute and are void. Which instruction the court refused to give, and the complainants, by their counsel, except thereto, and pray the court to sign and seal this exception, and to cause the same to be enrolled according to the statute, which is done this 11th day of October, 1844.

W. CRANCH, [SEAL.]
B. THRUSTON. [SEAL.]

Complainants' 2d Exception.

On the trial of the said issues, the said defendants offered to give evidence tending to shew, that if the property mentioned in the said deeds submitted to the jury should be declared to be the property of said Edward McLaughlin, that the defendant, Biddy would be made thereby penniless, and the complainants objected to the admissibility of said evidence on the trial of said issues, but the court overruled the said objection, and permitted the said evidence to be given, and the complainants except thereto; and on the further trial of said issues, the defendants offered to give evidence tending to shew, that prior to the execution of any one of said deeds mentioned in said issues, the said Edward McLaughlin had stated to the witness that his said daughter Biddy had agreed to remain with him, and serve him as long as he lived, and not to get married; and in consideration thereof, he had agreed to secure to her a preservation for her old age, by the conveyance to her of real property; to the admissibility of which evidence the complainants objected, but the court overruled the said objection, and permitted the said evidence to be given, and the complainants except thereto, and pray the court to sign and seal this exception, covering as well the admissibility of said offered evidence of the circumstances of said Biddy, as also the admissibility of said evidence of said Edward McLaughlin's declarations, and that the same may be enrolled according to the statute, which is done accordingly.

Sealed and dated this 11th day of October, 1844.

W. CRANCH, [SEAL.]
B. THRUSTON. [SEAL.]

Defendants' 5th Exception.

Defendants' 5th Bill of Exceptions.

Thereupon, in the trial of this case upon the issues joined, and after all the evidence had been given, as mentioned and stated in the several aforesaid bills of exceptions, the complainants moved the court to instruct the jury upon the said evidence, as follows: The court having, upon the prayer of the defendants, given to the jury the instructions mentioned in the foregoing bills of exceptions, the complainants, by their counsel, pray the court to instruct the jury, that, although fraud is not *not* to be presumed, and the burden of proof to shew fraud is upon the party alleging it, yet the statute of the State of Virginia contemplates two kinds of fraud in the execution of conveyances, and is designed to guard against both.

First. Those made with the intention in both parties to defraud the creditors of the grantor; these are void, whether made with or without good or valuable consideration, not only on account of the covin or collusion mentioned in the statute, but as exempted from the saving of the statute, not being bona fide.

Second. Voluntary deeds, although made for good consideration, but tending to defraud creditors, if they are permitted to have a legal operation to vest the property conveyed, the policy of the law makes them

void for legal fraud, though there be no fraud in fact, the fraud in law being deemed equivalent to it.

In both these cases fraud may be found by the jury from facts and circumstances, and the law does not require strict and positive proof of fraud.

If, then, from the whole evidence, the jury shall find that any one of the deeds mentioned in the said issues was made with the intention in both parties to hinder, delay, or defraud any creditor or creditors of said Edward McLaughlin then existing, the statute declares such deed fraudulent and void, no matter what the consideration of such deed was, the deed not being bona fide, and being tainted by the covin or collusion between the parties; the court does not by this mean to affect the right of a debtor to give a preference to one creditor over another in paying his debts; but that must be an honest preference. It is not necessary that both parties to the deed should have an active co-operation, pre-concert, and participation in the original design of fraud; but if the jury shall find that the object, purpose, and design of Edward McLaughlin in the execution of said deeds, or any one or more of them, was to hinder, delay, or defraud his creditors, and that Bridget, before her acceptance thereof, had notice of such design of said Edward, and with such knowledge received the said deed or deeds, she became thereby a party to such fraudulent intent; and the statute makes void such deed or deeds, so made with such fraudulent intent, as against all creditors prior to, and existing at the time of the execution thereof. To ascertain whether said Bridget had knowledge or notice [for in this connexion they mean the same thing,] the jury are to consider the whole evidence, tending to throw any light upon the question, and are not to be confined to any specific fact or facts, the law not requiring positive proof of such notice as a fact, but leaving it to be inferred from the relative position of the parties, their relation to each other, the disposition made of the property, the motives and considerations expressed at the time, and all the acts of the parties as detailed in the evidence. If, from the said evidence, the jury shall find that said Bridget knew that her said father was largely indebted as surety for her brother-in law, Edward Sheehy, or otherwise, and that being so indebted, and for the purpose of hindering or delaying his creditors, or any of them, in the recovery of their demands against him, out of his means, and not with the purpose of paying a bona fide debt due to said Bridget by him, he executed, and she received the said deed or deeds, the said Bridget is equally, with the said Edward, prohibited by the statute from all participation in such act or acts, and cannot derive any legal estate under said deed or deeds as against such creditors.

And as the second class of cases prohibited by said statute, the court instructs the jury that the two deeds, of the 6th November, 1832, and 9th November, 1833, respectively purporting to be for natural love and affection, and for the consideration of five dollars, are to be considered as voluntary deeds within the meaning of the statute, unless from the evidence aforesaid the jury shall be satisfied the same were

executed for an adequate and bona fide consideration, over and above the said sum of five dollars respectively; if the jury shall find that the said Edward McLaughlin, at the time and times of the execution of the said deeds, was under large pecuniary liabilities, and that by the said two deeds, and the said deeds of the 27th September, '30, and the 15th September, '30, he stripped himself of all his property, and did not leave sufficient to meet such liabilities, then the said two deeds, of the 6th November, 3d and 9th November, 1833, are within the prohibition of the statute, and fraudulent and void.

The court further instructs the jury, that if they shall find, from the evidence aforesaid, that the execution of the said deeds in the said issues named, or any one or either of them, was made by said Edward colorably to the intent that the said property, in such deed or deeds named, should thereby be protected from the claims of his said creditors, and said Bridget did not pay an adequate and bona fide consideration for such property, or had notice of the said intent and object of said Edward; or if there was any secret trust, understanding, or agreement between said Bridget and her father, that he should retain the use and enjoyment of said property, or receive the rents, issues, and profits thereof, every such deed, so made with any or either of said intents, the object thereof not appearing by and upon such deed, is fraudulent and void; and in examining these questions the jury are not to be bound by the answer of said Bridget, if said answer is so inconsistent, absurd, or false, as not to be entitled to any credit; but if they find the same contradicted and discredited as to material facts by the said Bridget herself, or by any two witnesses, or by one witness and strong circumstances, the jury are to weigh the credit to be given to the said Bridget when speaking to facts, as to which she is not contradicted by any one witness.

To the giving of which instructions the defendants objected, but the court overruled said objections, and gave the said instructions; to which opinions of the court the defendants except, and pray that this, their bill of exception, may be signed, sealed, and enrolled; which is done accordingly, upon this 12th of October, 1844.

W. CRANCH, [SEAL.]
B. THRUSTON. [SEAL.]

Depositions.

The PRESIDENT, DIRECTORS & COMPANY, of the Bank of Potomac, and others, against EDWARD SHEEHY, BRIDGET MCLAUGHLIN, and others. } In chancery.

The depositions of John Lawson, Alexander Moore, and Cassius F. Lee, taken by consent of plaintiffs and defendants, given by counsel, who attended on the eighth day of June, in the year 1842, at the court-house in the town of Alexandria, before a justice of the peace.

Questions to John Lawson, by plaintiffs' counsel.

1. Were you called on by the defendant, Bridget McLaughlin, after

the death of her father, Edward McLaughlin, to aid her in finding a purchaser of some negro slaves, which were the property of the said Edward? If yea, say when; what you did; and all that you know as to any offer made to you for their purchase.

2. How many negroes did you agree to sell, and what sum was offered by any purchaser for them?

3. Did you inform Bridget McLaughlin of this, and what was her reply?

4. What has become of these negroes?

Questions to Alexander Moore, by plaintiffs' counsel.

1. Was Edward Sheehy, as administrator of Edward McLaughlin, required by the orphans' court of Alexandria to sell the personal estate of Edward McLaughlin?

2. Did Edward Sheehy sell the personal estate according to the order of the court? Has he settled his administration account?

3. Do you know what has become of the personal estate of the said Edward McLaughlin?

4. Did you at any time inform Bridget McLaughlin that Edward Sheehy had not settled his administration account, and that she would be responsible for his neglect? State all you know of the disposition made of the personal estate.

Questions to Cassius F. Lee, by plaintiffs' counsel.

1. Did you draw any of the deeds, copies of which are now shewn you, for Edward McLaughlin?

2. If you did, state which of them you drew.

3. State whether or not Edward McLaughlin informed you what his object was in making the said deeds, or any of them, to his daughter, the said Bridget McLaughlin.

4. State whether Edward McLaughlin at any time informed you that he had attempted a settlement with the Bank of Potomac, and that it had been declined.

Questions to Robert N. Windsor.

1. Did you, in the fall of the year 1836, and of the spring of the year 1837, live with Franklin Armfield & Co., or with Mr. Kephart? If you did, were they, or either of them, purchasers of negroes, male and female, for the southern market?

2. Do you know what prices either Franklin Armfield & Co. or Mr. Kephart gave in Alexandria, in the fall of 1836, or spring of 1837, for likely negro mulatto young women, from the age of 16 to 18?

Questions to Joseph Bruen.

1. Did you act as agent for Franklin, Armfield and Company, or Mr. Kephart, or any one else, in the fall of 1836 and spring 1837, in purchasing negroes for the southern market; if you did, state what prices were then given for young mulatto women, aged from 16 to 18 years *of age*.

2. Do you know what was the price of such negroes as are mentioned in the preceding question, in the fall of 1836 and spring 1837, in New Orleans; if you do, state what they were.

Questions to Thomas M. Jones.

1. Were you purchaser of negroes in the fall of the year 1836 and spring 1837, in the District of Columbia, or State of Maryland; if you were, state what prices you gave, or was willing to give, for negroes at the times before stated, particularly for likely young women from 16 to 18 years of age.

2. Did you sell negroes in New Orleans or the southern countries at the periods before stated, or thereabouts; if you did, state what you got for them; do you know what was the price of negroes in New Orleans at that time?

3. Do you know Mark Davis, of New Orleans; if you did, what business did he follow in the fall of 1836 and spring of 1837; was he the agent for selling negroes that were sent or taken there for sale; do you know of his making sales of negroes, during the period before mentioned; and if you do, state, if you can, the prices he sold for.

4. What was the general price of negroes in New Orleans, in the fall of 1836 and spring of 1837?

Deposition of John Lawson.

Deposition of John Lawson.

Answer to first interrogatory. Some time in the summer next after the death of Edward McLaughlin, Bridget McLaughlin, his daughter, in a conversation with me, said that she could not get Mr. Sheehy, the administrator, to attend to the disposal of the personal property of said Edward's estate, and requested me to sell two negro girls, and a black man, named John, if I came across a purchaser. I then asked her at what price she would limit them? She said she limited the girls at $850 each, and John at $800, making $2,500. I found a purchaser in a few days at $2,750 for all. A bill of sale was drawn out accordingly, which was taken to Miss Bridget to be executed, which she declined to do, for the reason that she had been offered $50 more; and said that, if the person who had so made the offer to deponent would give $50 more, he should have the negroes, which he refused to do; when the transaction was dropped.

Answer to 2d interrogatory. Answered in the above answer to the first.

Answer to 3d interrogatory. Answered, also, in my first answer.

Answer to 4th interrogatory. I know nothing, of my own knowledge.

JOHN LAWSON.

Question by defendants' counsel. At what time, in the summer mentioned in your first answer above, did the said conversation between you and Bridget McLaughlin occur?

Answer. It was in the month of July or August.

Question by same. How was the $2,750, which you say was offered for the negroes, to have been paid?

Answer. In cash; the purchaser saying he had the money, and showing me a large bundle of bank notes.

Question by same. Did the said person, who offered to purchase the negroes, see them before he made his offer?

Answer. I pointed the two women to him, as they passed along, and told him that John could be seen in the jail.

Question by same. Where did the two live at the time you refer to?

Answer. I do not know certainly where they lived, but they were backwards and forwards at Miss Bridget McLaughlin's. I believe they lived in Alexandria.

Question by same. What was the name of the person who offered to purchase the negroes?

Answer. I do not remember his name, though I knew it at the time.

Question by same. Did you mention his name to Hugh C. McLaughlin, or to Bridget McLaughlin?

Answer. I mentioned it to Miss Bridget, and I think, that upon meeting Mr. H. C. McLaughlin, I mentioned the transaction to him, and he went with me to look for Miss Bridget McLaughlin.

Question. Was Hugh C. McLaughlin or James Sheehy present when the bill of sale was produced to be executed by Miss Bridget; and if so, did they hear what you said at the time?

Answer. I do not think they were present, and if they were within hearing I did not see them.

Question by same. At a subsequent time, did not the man who offered to purchase the negroes, as above stated, state to you that he was glad that he had not purchased them?

Answer. He said, some days after the bargaining was broken off, that he was glad that he had not got John, because he was not as good a negro as he expected.

(Complainants' counsel objects to this last question and answer.)

Question by complainants' counsel. What is your opinion of the value of Peggy and her children at the time referred to?

Answer: I thought them worth about $300, all together.

Question by same. Did the person, above mentioned as being in treaty for the purchase of the negroes, tell you that he had seen John?

Answer. He did.

(Defendants' counsel objects to this last question and answer.)

Question by defendants' counsel. Are you not the John Lawson named as one of the appraisers of the personal estate of Edward McLaughlin, and who acted as such?

Answer. I am.

Question by same. State particularly where the conversations between you and Bridget McLaughlin, referred to in the deposition, took place.

Answer. The conversation mentioned in my first answer took place while she was standing in her shop door and I upon the street pavement, in front of it; the other occurred in her shop.

Question by same. State whether, in either of your conversations with Miss Bridget McLaughlin about selling the negroes, either of you spoke of the solvency or insolvency of a Mr. Pye, of Maryland, and whether he was good for the amount of the sale of said negroes; if so, what did you say?

Answer. We said nothing about Mr. Pye in either of said conversations.

Question. Do you, or did you, know where the person who offered to purchase the negroes resided?

Answer. I do not; he was a negro trader from the South.

Further this deponent saith not.

JOHN LAWSON.

Additional question by defendants' counsel. What, in your opinion, was the real value of negro man John, at the time of the appraisement; what would you have given for him?

Answer. I would not have given anything for him myself, nor do I believe any one would who knew him; to a person who knew nothing of him, except from sight, he would have sold, I believe, for $500 or $600.

Question by same. Knowing, as you did, that John was worth really nothing, how can you reconcile it to yourself to have tried to sell him for $900?

Answer. I did not know his faults at that time.

Question by complainants' counsel. What were the reasons of the appraisers for valuing the slaves as they did?

Answer. Because Miss Bridget McLaughlin desired us to appraise them as low as we could, stating that the estate owed very little; that she had made most of the money *himself*, and intended to take the inventory at the appraised value.

Further saith not,

JOHN LAWSON.

A.

A, referred to in Alex. Moore's deposition.

ORPHANS' COURT, ALEXANDRIA COUNTY,
District of Columbia, November Term, 1834.

Ordered, that the administrator of Edward McLaughlin, deceased, proceed to sell at public auction, to the highest bidder, [first giving ten days' previous notice in some newspaper published in the town of Alexandria, of the time and place of sale,] all the personal property of the decedent, [except the slaves,] upon a credit of sixty days for all sums over $20. Bond, with approved security, to be required.

DECEMBER TERM, 1835.

Issue a citation against the administrator of Edward McLaughlin, deceased, returnable to the first day of the next regular term of this court, to shew cause why he has not made report to the court of the

sale of personal property, as authorized by an order of this court, passed at its November term, 1834, if such sale has been made; if not, why it was not. Also, to render and settle his account as administrator aforesaid. Upon which citation, which is in the following words, to wit:

ORPHANS' COURT, ALEXANDRIA COUNTY,
December Term, 1835.

To the marshal of the District of Columbia:

You are hereby commanded to cite and summon Edward Sheehy, administrator of Edward McLaughlin, deceased, that, all excuses and delays set apart, he appear before the orphans' court of Alexandria county, on the first Monday in January next, to shew cause, if any he can, why he has not made sale of the personal property of his intestate, as ordered by this court on the 12th day of November, 1834; and also to render an account of his administration of said Edward McLaughlin's estate; and these matters he will in no wise omit, under the penalty ensuing.

Witness Christopher Neale, esqr., judge of said court, this 7th day of December, 1835.

Teste: A. MOORE, *Reg'r Wills.*

The following return was made:

Executed 28th December, 1835. E. BURCHELL, *D. M.*
For A. HUNTER, *M. D. C.*

JANUARY TERM, 1836.

The citation issued on the 7th December, 1835, against Edward Sheehy, administrator of Edward McLaughlin, deceased, and returnable on the first day of the present term of this court, requiring him to appear before the orphans' court on that day, to shew cause, if any he could, why he did not make sale of the personal property of his intestate, as ordered by the court on the 12th day of November, 1834; and also to render an account of his administration aforesaid. And the said citation having been returned unto court by the marshal, executed, and the said administrator having failed to appear and shew cause as aforesaid, it is thereupon ordered, that an attachment issue against the body of the said Edward Sheehy, returnable on the first Monday in February next, to the marshal directed, commanding him to bring the said Edward Sheehy into court on that day, to be further dealt with as the law directs; which attachment is in the following words, to wit:

ORPHANS' COURT, ALEXANDRIA COUNTY,
January Term, 1836.

To the marshal of the District of Columbia:

You are hereby commanded to attach the body of Edward Sheehy, administrator of Edward McLaughlin, deceased, so that you have him before the said court on the first Monday in February next, to be dealt with

as the law directs, for failing to appear in court under the citation issued the seventh day of December last, requiring him, among other things, to shew cause why he had not obeyed the order passed by the court on the 12th day of November, 1834, directing a sale of his intestate's personal estate.

Witness Chr. Neale, judge of said court, this 7th January, 1836.

A. MOORE, *Register of Wills.*

Upon which attachment the following return was made, "not found."

E. BURCHELL, *D. M.*
For A. HUNTER, *Marshal D. C.*

February term, 1836.

On motion of Edgar Snowden, counsel for the administrator, this case is continued until the first Monday in March next.

March term, 1836.

Edward Sheehy, administrator of Edward McLaughlin, deceased, returned into court a list of debts due the estate of his intestate, which is ordered to be recorded, and the case is continued for further proceedings until the first Monday in April next.

April term, 1836. Continued till June term, 1836.
June term, 1836. Continued until September term, 1836.
September term, 1836. Continued until October term, 1836.
October term, 1836. Continued until November term, 1836.
November term, 1836. Continued to December term, 1836.
December term, 1836. Continued to February term, 1837.
February term, 1837. Continued until April term, 1837.
April term, 1837. Continued until June term, 1837.
June term, 1837. Continued until August term next.
August term, 1837. Continued until October term next.
October term, 1837. Continued until November term, 1837.

And from that period it does not appear from the minutes of the orphans' court, that any further proceedings have been had in this matter.

Copies—attest:

A. MOORE,
Register wills.

Deposition of Alex. Moore.

Deposition of Alexander Moore.

1. Answer to first interrogatory. He was required, at November term, 1834, of the said court, to make sale of all the personal property of said Edward McLaughlin, except the slaves.

2. Answer to second interrogatory. He did, I believe; he has never settled an administration account of said Edward McLaughlin's estate, altho' repeatedly called on to do so by the court.

3. Answer to 3rd interrogatory. I do not know what became of it.

4. Answer to 4th interrogatory. I did several times inform her that Mr. Sheehy, the administrator, had not settled his account as such, and that she would be responsible for his neglect; I know nothing of the disposition of the said personal estate, further than I have before said.

Questions by complainant's counsel.

Is the paper now shown you, marked A, and signed by you, truly and fully copied from the records of the orphans' court for Alexandria county; and are you the register of wills for said county?

Answer. Said paper contains true copies from the proceedings and records of said court, of all its proceedings and process in relation to the estate of Edward McLaughlin, except the administration bond, and the renunciation by Bridget McLaughlin of the administration; I am register of wills for Alexandria county; and further this deponent saith not.

A. MOORE.

Deposition of C. F. Lee.

Deposition of Cassius F. Lee.

Answer to first interrogatory. I drew several deeds for him, and recollect particularly the deed dated 15th September, 1834, to Bridget McLaughlin, as being drawn by me, from the fact of my attending its execution in his sick room, shortly before his death.

Answer to second interrogatory. I have answered this as far as I can certainly, in my first answer.

Answer to 3d interrogatory. I know nothing of his object in making the deed, except by inference; he asked me at the time he executed the deed above particularized, whether before or after the execution, I cannot say, tho' it was in the same interview, whether the conveyance of his property to his daughter would protect it from the claim of the Bank of Potomac; I told him that, as the bank had no judgment against him at the time, it would, unless they could set the deeds aside.

Answer to 4th interrogatory. In a conversation between Edward McLaughlin and myself, previous to his illness above referred to, he said that he made a proposition to the Bank of Potomac, to settle their claim against him by taking the property of Edward Sheehy, conveyed in certain deeds of trust; but my recollection of this conversation is not very distinct, but I believe I state the substance of it; he further said, I think, that the difficulty in making such settlement arose from some road stock, conveyed in the deed of trust from Edward Sheehy to Edm. I. Lee, in trust to secure the Bank of Potomac, or said McLaughlin as endorser of said Sheehy, having been disposed of.

Defendants' *council* objects to the reading of the above deposition as evidence in the cause.

CASSIUS F. LEE.

Deposition of H. C. McLaughlin.

Interrogatories to H. C. McLaughlin.

Question 1. Do you know any thing in relation to the sale of certain negroes, said to belong to the estate of Edward McLaughlin, deceased, in which John Lawson was a party?

Answer 1. About a year after Mr. McLaughlin's death, I was in Miss McLaughlin's store, and heard John Lawson telling Miss Mc-

Laughlin, from the street, that he had a purchaser for the negroes; some conversation ensued, to which I did not pay particular attention, but recollect hearing Mr. Lawson tell her that he would bring him in to see her.

Question 2. Were you present at the interview between Miss McLaughlin, John Lawson, and said purchaser, which followed, and did you see any contract in writing pass between them?

Answer 2. I was not, but received from Miss McLaughlin a written paper, purporting to be a contract or deed of sale, with a request that I would show it to Mr. Sheehy, and ask his opinion about it.

Question 3. What did Mr. Sheehy say about this contract?

Answer 3. He said he would not sign it, as it contained a guarantee that the negroes were in a sound condition, John then being in an unsound and diseased state of health.

Question 5. Do you know any thing personally of the value of the negro John?

Answer 5. Some time after this, Miss McLaughlin requested me to accompany her to Baltimore, as Mr. Sheehy, the administrator, wished to have John sold. I accompanied her, and went round to all the negro buyers, none of whom would buy him, as he was unsound and diseased. A Mr. Slater kept him one night, and on the following day, after being examined by a doctor in my presence, he refused to buy him.

Question 6. Do you know what became of said negro man?

Answer 6. I do; he absconded from Washington, and, at the request of Mr. Sheehy, I went in search of him; I found him at the Navy Yard, prostrate, and almost insensible from excessive drinking. I was then requested further to find a negro buyer who would purchase him. I called on a Mr. Davis, of Washington, who came to see him; he declined buying him. He was then advertised and put up at public auction by Edward Dyer, of Washington, but no bid of any amount was made. Mr. Davis then took him to sell on commission, at 10 per cent. He made returns of sale to me, exhibited public advertisement under which he was sold in Charlestown, and a paper showing $120, amount received, and then gave me $108 to hand to Mr. Sheehy, as will appear per receipt and voucher, marked D.

Question. Did you know John personally at the death of Mr. McLaughlin, or soon after, and how long; and was he a sound or diseased slave; and what was his real value?

Answer. I knew him some time before McLaughlin's death, and after, until he was sold. From the time of Mr. McLaughlin's death until the sale of him he was diseased, and subject to fits; his real value during all that time was not, in my opinion, $50; I would not have taken him as a present.

Complainants, by their counsel, object to the answers to the 5th and 6th questions.

Question by complainant. Where did you reside, in the year 1834, 1835, and 1836?

Answer. I lived in Alexandria and Washington during those three years, but spent most of the time in Alexandria.

Question by same. What relation or connexion have you with Edward McLaughlin's family?

Answer. No other than by my marriage with the daughter of Mr. Sheehy, who is the granddaughter of Edward McLaughlin, which took place, I think, in June, 1836.

Question by same. Has Miss Bridget McLaughlin ever been married?

Answer. Never, to my knowledge.

Question by same. Did Edward McLaughlin leave any children other than Bridget and Mrs. Sheehy, the wife of Edward Sheehy, the defendant?

Answer. None, to my knowledge.

Further saith not, H. C. McLAUGHLIN.

Additional question to H. C. McLaughlin, by defendants:

State whether the defendant, Sheehy, personally attended to the business of the estate of Edward McLaughlin, so far as the sale of the personalty, and whether he requested any other person to act for him as agent, and whom.

Answer. I know that said Sheehy never did attend to the business of said estate, so far as relates to the sale of the personalty; when I spoke to him of the consequences of his neglect, he said that Miss Bridget McLaughlin was acting as his agent; there never was a public sale of said personal estate.

Further deponent saith not. H. C. McLAUGHLI N

Deposition of Wm. C. Reynolds.

Deposition of William C. Reynolds, taken on behalf of the defts.

Question by defendts. Are you collector of taxes for the southern district of the town of Alexandria, and for what years were you appointed as such?

Answer. I am, and was such for the years 1839, 1840, and 1841.

Question by same. Who paid the taxes on the two houses and lots on Royal street, the vacant lot on said street, and the house and lot on Wolfe street, assessed in the name of Edward McLaughlin?

Answer. I received the taxes upon the lower house, on Royal street, in 1839, from Mrs. Sawyer, the occupant; the taxes on the other property above mentioned were paid to me on orders from Miss Bridget McLaughlin, as her property, although this property was assessed in the name of Edward McLaughlin; I have always understood it to belong to Miss Bridget McLaughlin.

WM. C. REYNOLDS.

Deposition of Ed. Burchell.

Deposition of Edward Burchell, taken on behalf of defendants.

Question by defts. How long have you been collector of taxes for the northern district of the town of Alexandria, and who paid you the

taxes on the property at the corner of Cameron and Royal streets, assessed in the name of Edward McLaughlin, since his death?

Answer. I have been collector of taxes for said district from the year 1836 inclusively. The taxes on said property were sometimes paid by the occupants, and in two or three instances the bills were returned for non-payment. I always looked to Miss Bridget McLaughlin, since her father's death, for the taxes, and, failing her, to the tenants.

E. BURCHELL.

Deposition of Turner Dixon.

Deposition of Turner Dixon, taken on behalf of the complainants.

Question by complainants. Did you know the negro girls Eliza and Harriet, belonging to the estate of Edward McLaughlin? State their color and their value.

Answer. I knew Harriet in 1836 and 1837, and before; her color was a bright mulatto. I believe she would have sold, in either of the years named, to be kept here, for $800. I would have given that sum for her myself. Her bright color would have added to her value, at the time, in the New Orleans market, fully $100. I knew her from her being hired at Miss Mary Gilpin, where Miss Paton, now my wife, boarded, and where I often visited.

Question by defendants. Had the banks suspended specie payments at the time you say she would have sold for $800?

Answer. I believe they had not.

TURNER DIXON.

Deposition of John Creighton.

Deposition of John Creighton, taken on behalf of defendants.

Question by defendant's counsel. Were you one of the appraisers of the personal estate of Edward McLaughlin, deceased; and did you not, as such, appraise the same at what you considered its real value?

Answer. I was one of the appraisers of said estate. The appraisers valued everything at what they thought it would sell for at the time. Such was the understanding between us; that is, between myself, Mr. Lawson, and Bernard Bryan, who is since dead. We did not, in all cases, agree in our opinions, but always came to an understanding as to the value before setting them down.

Question by same. Mr. Lawson has stated, in his deposition, that the appraisers were induced by Miss Bridget McLaughlin to appraise the property at the low prices they did, from representations made by her to them. Have you any knowledge of any such representations being made by her, and were you influenced by him?

Answer. Neither she, nor any one for her, made any such representations, to my knowledge; and I certainly would not have been influenced by them, but made my valuations upon my oath, at what I considered the real value of the articles. I do not recollect of seeing her more than once while we were engaged in making the appraisement, and then she came to claim some articles in the house, as not being the property of the estate.

Question by same. Were not all the slaves of the estate present, except Peggy and her children, when you made the appraisement?

Answer. The two girls were present; Peggy and her children were not. Peggy and her children were valued upon the representation of Mr. Lawson, who said he knew their value, and who was intimate with and a near neighbor of the family.

Question by complainant's counsel. Who of Mr. McLaughlin's family were present during the appraisement?

Answer. I do not recollect of any of them being present. Mr. Lawson showed us the property.

Further saith not,

JOHN CREIGHTON.

Deposition of James Sheehy.

Deposition of James Sheehy, taken on behalf of defendants.

Question by defendants. What relation are you to Edward Sheehy and Bridget McLaughlin, the defendants.

Answer. I am the son of the former, and the nephew of the latter.

Question by same. State what knowledge you have of a proposed bargain for certain negroes of the estate of Edward McLaughlin, deceased, between John Lawson, on behalf of said estate, and the stranger referred to in the deposition of said John Lawson.

Answer. In the summer after Mr. McLaughlin's death, Miss Bridget McLaughlin, agent for Edward Sheehy, the administrator of the estate, requested me to accompany a man who was introduced to her by Mr. Lawson, as desiring to purchase slaves of the estate, to show them to him; which I did, and shewed him the girls, Eliza and Harriet, who, he said, had been pointed out to him by Mr. Lawson, at a distance, but he wished to examine them. A bill of sale had been drawn out before this time, upon the representation of Mr. Lawson. The person (that is, the purchaser) then went with me to the places where the servants were; and, on the way there, he stated that he had offered a pretty large price for them, upon Mr. Lawson's representation; and that, if they came up to the representation, and they could agree as to the terms of payment, he would take them. I asked him what terms he did propose; to which he replied, that he would pay a little money, and give the notes of Mr. Pye, of Maryland, payable at 12 months, for the remainder. When he saw the girls, and examined them, he was much dissatisfied, saying they were too light in color, and that, if he attempted to sell them in his country, they would take him up for selling white people. When we returned from the visit to the two girls, he told aunt Bridget that the girls were too light colored, and that John was diseased; and that, from the representations which had previously been made to him, he had been led to believe they were superior servants; he then requested her to destroy the draft of the bill of sale, as it was useless. He told me that he would leave town that evening, and I never saw him after.

(The complainants except to this last answer.)

Question by same. Did you know John, one of the slaves of the estate before mentioned? Was he sound; and what was his real value?

Answer. I did know him during the whole time he was in the family; he was not sound; he had a venerial disease; was subject to fits, and was deranged in mind at times. In my opinion, he was worth nothing.

Question by complainants. What is your age?

Answer. I am about 24 or 25 years of age.

Question by same. Were the two girls, Eliza and Harriet, hired out? Was not Harriet hired to Miss Mary Gilpin at the time you called on them?

Answer. Eliza was hired out, and Harriet was on a visit at the place where Eliza was hired, at the time they were examined as above stated; but I do not recollect the place now where Eliza was hired at the time, but it was in the country. I do not know that Harriet was hired to Miss Mary Gilpin; she may have been.

JAS. SHEEHY.

Additional questions to James Sheehy by defendants' counsel.

Were you the agent sent by Edward Sheehy, one of the defendants, to New Orleans, to sell the two girls, Harriet and Eliza; and were they sent there to get better prices; were they sold on your arrival there; and if not, what was the reason; what was their health after they reached New Orleans? State the same, and every thing you know relative to the sale of said two slaves; and also what sum of money was realized from said sales, after all expenses paid, and to whom was the same paid.

Answer. I was the agent so sent to sell said two girls; they were sent there to get better prices, in the fall of 1836; they were not sold on my arrival there; but shortly after, I placed them in the hands of a negro trader for sale; I having tried to sell them at what I considered a fair price without success. The trader kept them on hand for some time—he and myself trying all the time to sell them, but in vain. He kept them on hand until his charges against them for board, &c., amounted to more than $100, which I paid him, and took his receipt therefor, which is annexed, marked A. I then took them away from him, and put them up at public auction, but, on account of the depression of business in New Orleans, owing to the suspension of specie payments, and the many mercantile failures then taking place there, I could not sell them, excepting upon credit, which I would not do, as I could not with safety. After this, I kept them in my charge more than a year, at a heavy expense, waiting for better times. They were sick a great part of the time, and had the yellow fever; on account of which, I paid doctors' bills and other expenses attending their sickness. Finding it impossible to sell them, I wrote to my father, the defendant Sheehy, informing him of the state of the market for slaves, in answer to which, he wrote to me to sell them to the best advantage, as there were several executions against the estate. I have not said letter from my father. I did not preserve it, not being in the habit of keeping letters. I destroyed

it in some way or other. After receiving my father's letter, with said directions, I called on a man in New Orleans who advertised the said negroes for sale, on commission. He sold them, and after deducting all the expenses attending them, the balance left from their sale was about $450 for the two; which balance I paid over to Miss Bridget McLaughlin, as agent for the administrator, by remittance in a letter, and got her acknowledgment of the receipt thereof by letter, which letter I have not now got, not being, as before stated, in the habit of taking care of letters. I have another of the bills paid by me of the expenses of said negroes, which I find I have kept, and annexed hereto, marked B. The bills and receipts for the other expenses were either not taken, or, if taken, have been lost.

(The complainants' counsel objects to so much of the foregoing answer as relates to written papers, and requires the production of all such papers.)

Further deponent saith not.

JAS. SHEEHY.

Deposition of Sam'l B. Larmour.

Deposition of Samuel B. Larmour, taken on behalf of defendants.

Question by defendants. Do you know the lot of ground on the east side of Water street, in the town of Alexandria, and the improvements thereon, belonging, or which did belong, to Edward Sheehy, the defendant; and did you know the same in the years 1834 and 1835; it being the same lot described in a deed of trust from the said Sheehy to Edmund I. Lee, dated the 24th of November, 1830, which deed is now read to you; and if so, what was the value of said lot at said periods?

Answer. I know the lot in question, but am not able to give any opinion as to its value.

SAM'L B. LARMOUR.

Deposition of Th. Smith.

Deposition of Thomas Smith, taken on behalf of defendants.

In answer to the above question to Sam'l B. Larmour, he says, I know the lot and improvements in question, living in the neighborhood; I believe it was worth $3,000 at the time referred to.

Question by defendants counsel. Do you know the lot of ground and improvements situated on the north side of Prince street, to the eastward of Water street, in Alexandria, mentioned in a deed of trust from Edward Sheehy to Edward McLaughlin, dated 15th March, 1833, and now shown to you? State the value thereof in the years 1834 and 1835.

Answer. I know said property, and knew it at the time mentioned, and believe it was then worth $3500.

Question by same. Do you know the lot on which stood the soap and candle factory, adjoining the last mentioned lot on the east? State the value thereof in 1834 and 1835.

Answer. I know the said property, and built the factory and fixtures, which were worth, at the time mentioned, from $1000 to $1200; the fixtures were costly.

THOS. SMITH.

Additional question to C. F. Lee.

Question to C. F. Lee, by complainants.

Were you in New Orleans in the fall of the year 1836, or in the winter or spring of 1837, or in the fall of 1837; if you were, state what carried you there, and what, as far as you know, was the value in that place of negroes.

Answer. My father gave a deed of trust upon his negroes; they were about to be sold under that deed, much to the distress of his family, and the negroes themselves; my feelings became a good deal interested in their behalf, and in order to prevent, if possible, their falling into the hands of unkind masters, or being separated from each other, by consent of the banks who held the deed of trust, I went with them to New Orleans; this was in December, of 1836; I remained in New Orleans about ten days, during which time I sold said negroes, consisting of men and one woman, to gentlemen of that city for their own use; the women and two infant children for $1,400 cash, the men and boys at $1,200, and $1,400; at that time, I believe, negroes were selling higher than at any period before or since.

Question by same. Did you meet with James Sheehy, who has given his deposition in this case, in New Orleans, while you were there, as before said?

Answer. I did meet him there in the streets once or twice, and conversed with him.

Question by defendants. Do you know whether James Sheehy had negroes then in New Orleans for sale, or what was his business there?

Answer. I know nothing about it; further saith not,

CASSIUS F. LEE.

Deposition of R. N. Windsor.

Deposition of Robert N. Windsor, taken on behalf of complainants.

Answer to complainants' 1st interrogatory annexed:

In 1836 I was engaged with Franklin Armfield & Co., and in 1837 with George Kephart; they both followed the business of buying negroes of both sexes, and selling them in the markets of Mississippi.

Answer to complainants' 2d interrogatory annexed:

In 1836, negro women of the age of 16 to 18, sold for from $800 to $820; in March, 1837, Mr. Kephart paid for men from $800 to $900, and for women $600; in the fall of 1837 they had fallen very much.

Question by defendant. What was the cause, in your opinion, of the fall of the price of negroes in the fall of 1837?

Answer. I suppose to the decline in the price of cotton, and the suspension of cash payments by the banks; further saith not,

ROBERT N. WINDSOR.

Deposition of Joseph Bruen.

Deposition of Joseph Bruen, taken on behalf of complainants.

Answer to complainants' first question annexed:

I was the agent of Wm. K. Ish and John B. Williamson, of Richmond, in purchasing negroes of both sexes, for the southern markets, in the fall of 1836, and spring of 1837; such women as are described in the question we paid from $750 to $850 for, from October, 1836, to Christmas; and from Christmas till the first of March, there was rather a falling off in the price of negroes generally; this was in the eastern part of Virginia, at a public [sale] of Mrs. Strothers' negroes, in Fauquier county, Virginia, about the first of March, 1837; I bid for a very ordinary negro woman, $730, but was overbid; this, I believe, was a credit sale, to bear interest from the sale.

Answer to complainants' 2d question annexed:

I know nothing of the price of negroes in New Orleans at that time.

Question by defendants. Do you know how negroes sold in the fall of 1837, in New Orleans?

Answer. I was then purchasing negroes in Alexandria, and know nothing certain of the prices in New Orleans; I bought first rate negroes in Alexandria, in June, 1837, for $425 and $450, and in less than three months after the prices advanced considerably; further saith not,

JOSEPH BRUIN.

Deposition of Thomas M. Jones.

Deposition of Thomas M. Jones, taken on behalf of complainant.

Answer to complainants' first interrogatory annexed:

I was engaged in purchasing negroes for the southern markets in Washington city, in August, 1836, when I paid for a negro girl, about 16 years of age, $800; and carried her to Natchez, Mississippi, and sold her there, in February, 1837, for $1,200 cash.

Answer to complainants' second question annexed:

I sold no negroes in New Orleans at the time mentioned, the girl mentioned in my first answer was black, and a first rate house servant; I do not know what the prices of negroes in New Orleans were, but believe they were about the same as at Natchez.

Answer to complainants' 3d question annexed:

I knew Mark Davis in New Orleans, he was a seller of negroes there; I have no knowledge of sales by him while I was in New Orleans.

Answer to 4th question. I have already answered this question.

Question by defendants' counsel. Did black or light colored negroes of equal qualities, in other respects, sell best in New Orleans?

Answer. Higher prices are generally paid for the darker negroes, and they sell much more readily in New Orleans.

Question by same. Was there any falling off in the prices of negroes in 1837?

Answer. They commenced and continued falling in price from February, 1837; they were selling at Natchez, on long credits, for whatever could be got for them.

Question by same. Did Mr. Williams, a dealer in negroes, inform you of the rates at which he sold negroes, in the spring of 1837?

Answer. He told me he sold likely women at that time for $600, and took sugar in payment from off the plantation, and brought it to Baltimore and sold it.

THOS. M. JONES.

Complainants' counsel objects to the last question and answer.

Alexandria county, to wit:

I hereby certify, that the annexed depositions of John Lawson, Alexander Moore, Cassius F. Lee, Hugh C. McLaughlin, John Creighton, James Sheehy, Samuel B. Larmour, Thomas Smith, William C. Reynolds, Edward Burchell, Turner Dixon, Cassius F. Lee, Robert N. Windsor, Joseph Bruin, Thomas M Jones, were taken before me, a justice of the peace for the county aforesaid, at the time and place mentioned in the caption thereto, to be read in evidence in a suit in chancery, pending in the circuit court of the District of Columbia for Alexandria county, in which the President, Directors, and Company of the Bank of Potomac, and others, are complainants, and Edward Sheehy, Bridget McLaughlin, and others, are defendants. I further certify, that the counsel of both parties were present at the taking of the same, and consenting thereto; and that the several witnesses were duly sworn to testify the truth, the whole truth, and nothing but the truth.

Given under my hand this 10th of June, 1842.

R. JOHNSTON.

Agreement of counsel.

Agreement of counsel.

BANK OF POTOMAC and others,
vs.
SHEEHY, MCLAUGHLIN, & als.

In chancery in circuit court of the District of Columbia for Alexandria county.

It is agreed that, upon the hearing and argument of this case before the court, each party may refer to the records of the circuit court of the District of Columbia for the county of Alexandria, on the law side, as evidence in any case between the complainants as plaintiffs in said court, and any of the defendants; and also to all cases in which judgments have been obtained by any one against the defendants, or any one of them, upon debts due by the deceased Edward McLaughlin, for the purpose of shewing payments made by the administrator of deceased Edward, or by any of the defendants, or on their account by any one, or to shew that the defendants have sued for debts due them; and also to all and every proceeding in this court tending to prove judgment; and also, that the certificate or certificates of the clerk of said court, on the law side, or of the marshal of the District of Columbia or his deputy, as to any payments made by either of the defendants, or any one for

them, on account of the estate of said deceased, may be read in evidence; it is also agreed, that a certified copy of the manifest made by the collector of the port of Alexandria of the shipment of the negroes of Edward McLaughlin to New Orleans, about whom James Sheehy has testified, may be received as evidence.

BRENT & BRENT,
For defendants.
EDM. I. LEE,
For complainants.

Record—Bank of Potomac against Ed. McLaughlin.

Records referred to in the foregoing agreement.

District of Columbia, to wit:

Pleas before the honorable the judges of the United States circuit court of the District of Columbia for the county of Alexandria, the 22d day of October, 1835.

THE PRESIDENT, DIRECTORS, & Co., of the Bank of Potomac, plaintiffs,
vs
Edward McLaughlin, defendant. } In case.

Be it remembered, that heretofore, to wit, on the 3d day of May, 1834, came the plaintiffs, by Robert I. Taylor, esq'r, their attorney, and sued out of the clerk's office of the said court a writ of capias ad respondendum against the said defendant, which writ is in the words and figures following, to wit:

District of Columbia, to wit:

[L. S.] The United States of America, to the marshal of the District of Columbia, greeting:

We command you that you take Edward McLaughlin, if he be found within the county of Alexandria, in your said district, and him safely keep, so that you have his body before the honorable the judges of the United States circuit court of the District of Columbia for the county of Alexandria, at the court house in the town of Alexandria, at the next court, to answer the President, Directors, and Company of the Bank of Potomac of a plea of trespass on the case—damage eight thousand dollars; and have then and there this writ.

Witness the honorable William Cranch, chief judge of the said court, this 3d day of May, 1834.

EDM. I. LEE, *C. C.*

Case, for money due as endorser of Edward Sheehy's note, executed on the 6th May, 1834.

JOHN C. MANDELL, *D. M.*
For A. HUNTER, *Marshal.*

And at the rules held in the clerk's office of the said court, for the month of July, 1834, came the plaintiffs by their said attorney, and

filed there a certain bill against the said defendant, which is in the words following:

Narr.

Alexandria county, to wit:

The President, Directors, and Company of the Bank of Potomac complain of Edward McLaughlin, in custody, &c., of a plea of trespass on the case for this—that whereas, heretofore, to wit, on the 14th day of February, in the year of our Lord eighteen hundred and thirty-four, one Edward Sheehy made his certain note in writing, commonly called a promissory note, his own handwriting being thereunto subscribed, bearing date at Alexandria, the day and year aforesaid; and thereby he, sixty days after the date thereof, promised to pay to the defendant, by the name of Edward McLaughlin, or order, the full and just sum of five thousand two hundred and fifty dollars, current money of the United States, for value received, payable and negotiable at said bank, and then and there delivered the said note to the said defendant; and the said defendant, to whom or to whose order the payment of the said sum of money in the said note mentioned was to be made, afterwards, and before the payment thereof, and before the time limited in said note for payment thereof, to wit, on the day and year aforesaid, at the county aforesaid, endorsed the said note, his own proper handwriting being thereon subscribed, and thereby ordered and appointed the said sum of money, in the said note mentioned, to be paid to the said plaintiffs, and then and there delivered the said note so endorsed to the plaintiff for value received; of which said endorsement so made as aforesaid on the said note, the said Edward Sheehy, afterwards, to wit, on the day and year aforesaid, at the county aforesaid, had notice.

And the said plaintiffs aver, that afterwards, and after the expiration of the said time limited in the said note for the payment thereof, to wit, on the 18th day of April, in the year eighteen hundred and thirty-four aforesaid, they shewed and presented the said note, with the endorsement so made thereon as aforesaid, to the said Edward Sheehy, at said bank, then and there required the said Edward Sheehy to pay the same; but the said Edward Sheehy did not then, or at any time since, pay the same, or any part thereof, to the said plaintiffs, but then and there wholly refused so to do; of all which premises the said defendant, afterwards, to wit, on the day and year aforesaid, at the county aforesaid, had notice. By reason whereof, and by force of the statute in such case made and provided, the said defendant became liable to pay the said sum of money, in the said note mentioned, to the said plaintiffs, according to the tenor and effect of the same, and the said endorsement thereon; and being so liable, in consideration thereof, then and there undertook, and promised to pay the same to the said plaintiffs according to the tenor and effect thereof, and the endorsement thereon, whenever afterwards he should be thereto requested.

And whereas the said defendant, afterwards, to wit, on the same day and year aforesaid, at the county aforesaid, was indebted to the said

plaintiffs in another sum of six thousand dollars, like money, for the like sum of money by the said plaintiffs to and for the use of the said defendant before that time paid, laid out, and expended, at the special instance and request of the said defendant; and for other money, by the said plaintiffs before that time lent and advanced to said defendant at his special instance and request; and for other money by the said defendant before that time had and received to the use of the said plaintiffs; and, being so indebted, the said defendant, in consideration thereof, afterwards, to wit, on the same day and year aforesaid, the county aforesaid, undertook and promised, the said plaintiffs, to pay to them the said last mentioned sum of money when afterwards he should be thereunto required.

Yet the said defendant, the said sum of money herein mentioned, or any part thereof, (although often thereto requested, to wit, on the day and year aforesaid, at the county aforesaid, and often afterwards,) hath not paid; but the same, or any part thereof to pay, has hitherto wholly refused, and still does refuse, to the damage of the said plaintiffs in the sum of seven thousand dollars current money; and therefore they bring suit, and so forth.

R. I. TAYLOR, *P. Q.*

Common order.

And the said defendant having been arrested, and not appearing, on the plaintiff's motion, it is ordered that judgment be entered for them against the said defendant, for such damages they have sustained by reason of the defendant's non-performance of the promises and assumptions in the declaration mentioned, and the costs, unless he shall appear and plead to issue at the next rules.

Common order confirmed, and writ of jury.

And at the rules held in the clerk's office of the said court, for the month of August, 1834, came the said plaintiffs by their attorney, and the said defendant still failing to appear, the last order made in this case is confirmed; and it is ordered that the plaintiffs' damages be ascertained by a jury at the next term.

Defendant's death suggested, and sci. fa. vs. adm.

And at a court, continued and held for the district and county aforesaid, the 7th day of May, 1835, came the plaintiffs by their said attorney, and suggest the defendant's death; and, on their motion, a scire facias is awarded against Edward Sheehy, his administrator.

District of Columbia, Alexandria county, ss:

[L. S.] The United States of America, to the marshal of the District of Columbia, greeting:

Whereas, in an action of trespass on the case lately depending in our circuit court of the District of Columbia, for the county of Alexandria, between the President, Directors, and Company of the Bank of Potomac, plaintiffs, and Edward McLaughlin, defendant, for want of ap-

pearance at the rules held in the office of the said court, on the first Monday in August, 1834, it was ordered that judgment be entered for the plaintiffs against the defendant for such damages as they had sustained by occasion of the defendant's non-performance of the promises and assumptions in the declaration mentioned, and the costs; and that the said damages be enquired of by a jury, at the then next term; and the cause being thus situated, the said Edward McLaughlin departed this life intestate, as it is said, and administration of all and singular his goods, chattels, and credits hath been, in due form, committed to Edward Sheehy: therefore, we command you that you make known to the said Edward Sheehy, that he be before the judges of our said court, at the court-house, in the town of Alexandria, on the first day of the next term, to show cause, if any he can, why the action aforesaid should not be proceeded in to a final judgment, according to the form of the statute in such case made and provided; and have then there this writ.

Witness the honorable William Cranch, chief judge of our said court, this 22d day of June, 1835.

EDM. I. LEE, *C. C.*

Executed, July 24th, 1835.

E. BURCHELL, *D. M.*
For A. HUNTER, *M. D. C.*

Jury sworn, verdict, and judgment.

And now here, at this day, to wit, at a court continued and held for the said county and District, came the plaintiffs, by their said attorney, and thereupon came a jury, to wit:

Mathias Snyder, Geo. J. Thomas, Edmond L. Brown, Sam'l Hilton, Timothy Mountford, David Price, Isaac George, Samuel Plummer, Joseph H. White, George Dale, John Muir, and Charles Hawkins, who, being sworn and affirmed, returned the following verdict:

"We, of the jury, assess the plaintiff's damages to the sum of five thousand two hundred and fifty-one dollars seventy-five cents, the principal sum due, to bear interest from to the 18th day of April, 1834, till paid."

Therefore, it is considered by the court, that the plaintiffs recover of the defendant the said sum of $5,251 75, with interest from 18th April, 1834, till paid, and their costs by them about their suit in this behalf expended; and the said defendant in mercy: costs $7 91.

Note and protest filed in the suit.

Note.

$5,250 *Alexandria, Feb'y* 14, 1834.

Sixty days after date, I promise to pay to Edward McLaughlin, or order, five thousand two hundred and fifty dollars, for value received, payable and negotiable at the Bank of Potomac.

EDW'D SHEEHY.

Credit drawer E. McLau.

(Indorsed,) E. McLAUGHLIN.

Protest.

Know all men, that I, Alexander Moore, notary public for the town and county of Alexandria, in the District of Columbia, residing therein, and by law duly commissioned and sworn, at the request of the Bank of Potomac, on the 18th day of April, one thousand eight hundred and thirty-four, at said bank, demanded of the cashier payment of the note, (of which the above is a copy,) which he refused to pay, saying the drawer had no funds there;" and on the same day I gave the indorser notice, in person, of this protest.

Wherefore I, the said notary, at the request aforesaid, do hereby protest against the drawer and indorser of said note for the non-payment thereof.

Dated at Alexandria, the eighteenth day of April one thousand eight hundred and thirty-four.

[SEAL.] A. MOORE, *Not. Pub.*

$1 75.

Record—Bank of Potomac vs. *Ed. Sheehy, for devastavit.*

District of Columbia, to wit:

Pleas before the hon. the judges of the United States circuit court of the District of Columbia, for the county of Alexandria, the first day of June, 1837.

The PRESIDENT, DIRECTORS, AND COMPANY of the Bank of Potomac, plaintiffs, against EDWARD SHEEHY, administrator of Edward McLaughlin, deceased, deft. } For devastavit.

Be it remembered, that heretofore, to wit, on the 39th day of April, 1836, came the plaintiffs, by Robert I. Taylor, esq., their attorney, and sued out of the clerk's office of the said court a writ of capias ad respondendum against the said defendant; which writ, with the endorsement and return thereon, is in the words following:

District of Columbia, to wit:

[SEAL] The United States of America, to the marshal of the District of Columbia, greeting:

We command you that you take Edward Sheehy, administrator of Edward McLaughlin, deceased, if he be found within the county of Alexandria, in your said district, and him safely keep, so that you have his body before the honorable the judges of the United States circuit court of the District of Columbia, for the county of Alexandria, at the court-house, in the town of Alexandria, at the next court, to answer the President, Directors, and Company of the Bank of Potomac of a plea of debt for five thousand two hundred and fifty-one dollars seventy-five cents, with interest from the 18th day of April, 1834, till paid, and seven dollars forty-one cents; and have then there this writ.

Witness the honorable William Cranch, chief judge of the said court, this 30th day of April, 1836.

EDM. I. LEE, *C. C.*

Endorsed—Debt for a devastavit.

"Defendant not found."

E. BURCHELL, *D. M.*
For A. HUNTER, *M. D. C.*

And at the rules held in the clerk's office of the said court, for the month of June, in the same year, the marshal of the District of Columbia having made return that the defendant is not found within his bailiwick, on the motion of the plaintiff, by their attorney, an alias capias is awarded against the said defendant, returnable to the next term, which writ, with the endorsement and return thereon, is in the words and figures following:

District of Columbia, to wit:

[L. S.] The United States of America to the marshal of the District of Columbia, greeting:

We command you, as heretofore, that you take Edward Sheehy, administrator of Edward McLaughlin, deceased, if he be found within the county of Alexandria, in your said district, and him safely keep, so that you have his body before the honorable the judges of the United States circuit court of the District of Columbia, for the county of Alexandria, at the court-house in the town of Alexandria, at the next court, to answer the President, Directors, and Company of the Bank of Potomac, of a plea of debt for five thousand two hundred and fifty-one dollars seventy-five cents, with interest from the 18th day of April, 1834, till paid, and seven dollars forty-one cents; and have then there this writ.

Witness the honorable William Cranch, chief judge of the said court, this 6th day of June, 1836.

EDM. I. LEE, *C. C.*

(Endorsed:) "Debt for a devastavit."

Executed 30th June, 1836.

D. MINOR, *D. M.*
For A. HUNTER, *M. D. C.*

And at the rules held in the clerk's office of the said court for the month of November, 1836, came the plaintiffs, by their attorney, and filed their declaration against the said defendant, which declaration is in these words:

Nar.

Alexandria county, sc:

The President, Directors, and Company of the Bank of Potomac complain of Edward Sheehy, administrator of Edward McLaughlin, deceased, of a plea that he render unto them the sum of five thousand

two hundred and twenty-one dollars and seventy-five cents, with interest thereon from the day of , till paid, and seven dollars and ninety-one cents, which to them he owes, and from them unjustly detains; for this, that heretofore, that is to say, on the day of , in the year 1835, the said plaintiffs here before the circuit court of the District of Columbia, sitting at Alexandria, recovered against the defendant the said sum of five thousand two hundred and fifty-one dollars seventy-five cents, with interest thereon from the day of , until paid, for their damages by them, by reason of the non-performance of certain promises by the said Edward McLaughlin to them made, sustained, and the sum of seven dollars ninety-one cents for their cos's by them in prosecuting their suit against the said defendant sustained; to be levied of the goods and chattels which were of the said Edward McLaughlin in the hands of the defendant, to be administered, if to be had, and if not, then the said sum of seven dollars ninety-one cents to be levied of the proper goods and chattels of the defendant, as by the record of proceedings in said suit here before the court remaining will more fully appear. Which judgment yet remains in full force, in no way reversed, cancelled, or satisfied, and the plaintiffs aver, that goods and chattels which were of the said Edward McLaughlin, sufficient to satisfy their said judgment and liable thereto, came to the defendant's hands to be administered, and that the defendant wasted, eloigned, and to his own use converted the same, whereby action accrued to the plaintiffs to demand and recover from the defendant the said sum of five thousand two hundred and twenty-one dollars seventy-five cents, with interest as aforesaid, and the said sum of seven dollars ninety-one cents; nevertheless, the defendant, though often required, the said sum of money, or any part thereof, though often required, to the plaintiffs did not pay, but the same to pay always refused, and yet refuses, to the plaintiff's damage dollars; and thereupon they bring suit, &c.

R. I. TAYLOR, *P. Q.*

Common order.

And the defendant being arrested, and not appearing, on the motion of the plaintiffs, by their attorney, it was ordered, that judgment be entered for the plaintiff for the debt and interest in the declaration mentioned, unless the said defendant shall appear and plead to issue at the next rules.

Common order confirmed.

At which day, to wit, at the rules held in the clerk's office of the said court for the month of December, 1836, the defendant still failing to appear, on the motion of the plaintiffs, by their attorney, it is ordered, that the last order made against him in this cause be confirmed.

Office judgment confirmed.

And now here, at this day, to wit, at a court continued and held for the district and county aforesaid, the first day of June, 1837, the defen-

dant not appearing, on the motion of the plaintiffs, by their attorney, it is considered by the court, that the plaintiffs recover against the defendant the sum of $5,251 75, with interest thereon from the 18th day of April, 1834, till paid; and seven dollars and ninety-one cents, the debt and interest in the declaration mentioned, and their costs by them about their suit in this behalf expended; and the said defendant, in mercy, &c. Costs, $9 95.

On which judgment the following execution issued, which, with the return thereon, is in the words and figures following:

Execution and return on first judgment.

District of Columbia, to wit:

[L. S.] The United States of America, to the marshal of the District of Columbia, greeting:

We command you, that of the goods and chattels which were Edward McLaughlin's in his lifetime, and now in the hands of Edward Sheehy, his administrator, to be administered, late in your said district, you cause to be made five thousand two hundred and fifty-one dollars and seventy-five cents, with legal interest thereon from the 18th day of April, 1834, till paid; also, seven dollars and ninety-one cents, if so much thereof he hath in his hands, and if not, then that you make the costs aforesaid of the proper goods and chattels of the said Edward Sheehy, which the President, Directors, and Company of the Bank of Potomac, late in our circuit court of the District of Columbia for the county of Alexandria, recovered against him for damages occasioned, as well by reason of not performing a certain promise and assumption to the said President, Directors, and Company of the said bank, by the said Edward McLaughlin, lately made, as for their costs by them in this behalf expended, whereof he is convict, as appears to us of record; and that you have the same before the honorable the judges of the circuit court of the District of Columbia, at the court house in Alexandria, on the fourth Monday in December, to render to the said Bank of Potomac of their damages and costs aforesaid; and have then there this writ.

Witness the honorable William Cranch, chief judge of our said court, this 13th day of November, in the year of our Lord 1835.

EDM. I. LEE, *Clerk of the circuit court of the District of Columbia, Alexandria county.*

A copy. Test: EDM. I. LEE, *C. C.*

Marshal's return: "No property found to levy this execution upon."

D. MINOR, *D. M.*

For A. HUNTER, *Marshal.*

A copy. Teste: EDM. I. LEE, *C. C.*

Record—Bank of Potomac agt. Sheehy.

District of Columbia, to wit:

Pleas before the honorable the judges of the United States circuit court of the District of Columbia for the county of Alexandria, the ninth day of November, 1834.

The President, Directors, and Company, of the Bank of Potomac, plaintiffs, in debt,
against
Edward Sheehy, def't.

Be it remembered that, heretofore, to wit, on the 3d day of May, 1834, came the plaintiffs, by Robert I. Taylor, esquire, and sued out of the clerk's office of the said court a writ of capias ad respondendum against the said defendant; which writ is in the words following:

District of Columbia, to wit:

[L. S.] The United States of America, to the marshal of the District of Columbia, greeting:

We command you, that you take Edward Sheehy, if he be found within the county of Alexandria, in your said district, and him safely keep, so that you have his body before the honorable the judges of the United States circuit court of the District of Columbia for the county of Alexandria, at the court house in the town of Alexandria, at the next court, to answer the President, Directors, and Company of the Bank of Potomac, of a plea of debt for five thousand two hundred and fifty dollars, damage two thousand dollars; and have then there this writ.

Witness the honorable William Cranch, chief judge of the said court, this 3d day of May, 1834.

EDM. I. LEE, *C. C.*

Which writ came to the hands of the said marshal, who made the following return thereon: "Executed," and Edward McLaughlin appeared bail.

JOHN C. MANDELL, *D. M.*
For ALEXANDER HUNTER, *Marshal.*

And at the rules held in the clerk's office of the said court for the month of July, 1834, came the plaintiffs, by their said attorney, and filed there a certain bill against the said defendant; which is in the words following, to wit:

Nar.

Alexandria county, sc:

The President, Directors, and Company of the Bank of Potomac, complain of Edward Sheehy, in custody, &c., of a plea that he render unto them the sum of five thousand two hundred and fifty dollars, which to them he owes, and from them unjustly detains, for this, that, on the 14th day of February, in the year one thousand eight hundred

and thirty-four, at the county aforesaid, the said defendant made his promissory note in writing, with his hand subscribed, and dated on the same day and year aforesaid, whereby he promised to pay to Edward McLaughlin, or order, sixty days after the date of said note, the said sum of five thousand two hundred and fifty dollars, for value received, payable and negotiable at the Bank of Potomac; which said note, the said money therein mentioned being unpaid, the said Edward McLaughlin, by his writing of assignment thereon endorsed with his hand subscribed, assigned to the plaintiffs, for value received, to wit, on the day and year aforesaid, at the county aforesaid, of which assignment the defendant then and there had notice, whereby, and by virtue of the statute in that case provided, action accrued to the plaintiffs to demand and receive of the defendant the said sum of money. Nevertheless, the defendant, the said sum of money, or any part thereof, tho' often required, to the plaintiffs has not paid, but the same to pay always has refused, and still does refuse, to the damage of the plaintiffs; and therefore they bring suit, &c.

R. I. TAYLOR, *P. Q.*

Common order.

And the said defendant having been arrested, and not appearing, on the plaintiff's motion, judgment is entered for them against said defendant, and Edward McLaughlin, his appearance bail, for the debt in the declaration mentioned, with interest, from the 18th of April, 1834, till paid, and costs, unless the said defendant shall appear and plead to issue at the next rules.

Common order confirmed.

And at the rules held in the clerk's office of the said court, for the month of August, in the same year, came the plaintiffs, by their said attorney; and the defendant still failing to appear, the last order made in this case is confirmed.

Office judgment confirmed.

And now here, at this day, to wit, at a court continued and held for the district and county aforesaid, the 6th day of November, 1834, and the defendant not appearing, on the motion of the plaintiffs, by their said attorney, it is considered by the court that the plaintiffs recover against the said defendant the sum of $5,250, with interest, from the 18th day of April, 1834, till paid, and their costs, by them about their suit in this behalf expended, and the said defendant in mercy; plaintiffs costs $9 99.

The following is a copy of the promissory note upon which this action was founded:

Alexandria, February 14th, 1834.

$5,250.

Sixty days after date, I promise to pay to Edward McLaughlin, or order, five thousand two hundred and fifty dollars, for value received, payable and negotiable at the Bank of Potomac.

EDWARD SHEEHY.

Credit drawer, Ed. McLau. (Indorsed,) E. McLaughlin.

Record—Dallett & Co. vs. McLaughlin's administrator.

District of Columbia, to wit:

Pleas before the honorable the judges of the United States' circuit court of the District of Columbia, for the county of Alexandria, the first day of June, 1837.

ELIJAH DALLETT and ELIJAH DALLETT, Junr. trading under the firm of Elijah Dallett & Co., plaintiffs, against EDWARD SHEEHY, administrator of Edward McLaughlin, deceased, defendant. } In debt.

Be it remembered that heretofore, to wit, on the 30th day of April, 1836, came the plaintiffs, by Robert I. Taylor, esquire, their attorney, sued out of the clerk's office of the said court, a certain writ of capias ad respondendum, against the said defendant, which writ, with the endorsement and return thereon, is in the words and following:

District of Columbia, to wit:

The United States of America, to the marshal of the District of Columbia, greeting: [L. S.]

We command you that you take Edward Sheehy, administrator of Edward McLaughlin, deceased, if he be found within the county of Alexandria, in your said district, and him safely keep, so that you have his body before the honorable the judges of the United States' circuit court of the District of Columbia, for the county of Alexandria, at the court-house in the town of Alexandria, at the next court, to answer Elijah Dallett and Elijah Dallett, junr., trading under the firm of Elijah Dallett & Company, of a plea of debt for three hundred and thirty-eight dollars and eight cents, and three hundred and thirteen dollars twenty-three cents; damage three hundred dollars; and have then there this writ. Witness the honorable William Cranch, chief judge of the said court, this 30th day of April, 1836.

(Endorsed,) EDM. I. LEE, *C. C.*

Debt due by promissory notes.

And thereupon the marshal made the following return:

"Defendant not found."

E. BURCHELL, *D. M.*,
For A. HUNTER, *M. D. C.*

And at the rules, held in the clerk's office of the said court, for the month of June, 1836, came the said plaintiffs, by their said attorney, and, on their motion, an alias capias ad respondendum is awarded against said defendant, which writ, with the endorsement and return thereon, is as follows:

District of Columbia, to wit:

The United States of America, to the marshal of the District of Columbia, greeting:
[L. S.]

We command you, as heretofore, that you take Edward Sheehy, administrator of Edward McLaughlin, if he be found within the county of Alexandria, in your said district, and him safely keep, so that you have his body before the honorable the judges of the United States circuit court of the district of Columbia, for the county of Alexandria, at the court-house in the town of Alexandria, at the next court, to answer Elijah Dallett and Elijah Dallett, junr., trading under the firm of Elijah Dallett and Company, of a plea of debt for three hundred and thirty-eight dollars and eight cents, and three hundred and thirteen dollars twenty cents, damage three hundred dollars; and have then there this writ. Witness the honorable William Cranch, chief judge of the said court, this 6th day of June, 1836.

(Endorsed,) EDM. I. LEE, *C. C.*

Debt due by promissory notes.

"Executed 30th June, 1836."

D. MINOR, *D. M.*,
For A. HUNTER, *Marshal.*

At another day, to wit, at the rules held in the clerk's office of the said court, for the month of February, 1837, came the plaintiffs, and filed their declaration against the said defendant, which declaration is as follows:

Nar.

Alexandria county, sc:

Elijah Dallett, and Dallett, copartners in trade under the firm of E. Dallett and Company, complain of Edward Sheehy, administrator of Edward McLaughlin, deceased, of a plea that he render unto them the sum of three hundred and thirty-eight dollars eighty-eight cents, and the further sum of three hundred and thirteen dollars twenty-three cents, which from them unjustly detain; for this, that heretofore, that is to say, on the 9th day of September, 1834, at the county aforesaid, the said Edward McLaughlin, in his lifetime, made his certain promissory note, in writing, by him subscribed, dated on the same day and year which he promised to pay to the plaintiffs twelve months after the date of the said note, the said sum of three hundred and thirty-eight dollars eighty-eight cents, for value received, and the said note to the plaintiffs then and there delivered.

And afterwards, that is to say, on the 13th day of September, in the year aforesaid, at the county aforesaid, the said Edward McLaughlin, in his lifetime, made a certain other promissory note, by him subscribed, dated on the day and year last mentioned, and the same to the plaintiffs then and there delivered, whereby he promised to pay to the plaintiffs, or order, four months after the date of said note, the sum of three

hundred and thirteen dollars twenty-three cents, for value received; nevertheless, as neither the said Edward McLaughlin, in his lifetime, nor the defendant, since his death, paid to the plaintiffs the said sum of money, or any part thereof, according to the tenor and effect of the said notes, but the same to pay always refused, and the defendant yet refuses, to the plaintiff's damage dollars; and they bring suit, &c.

R. I. TAYLOR, *P. Q.*

Common order.

And the said defendant having been arrested, and not appearing, on the motion of the plaintiffs, it is ordered that judgment be entered for them against the said defendant, for the debt in the declaration mentioned, unless the said defendant shall appear and plead to issue at the next rules.

Common order confirmed.

And at the rules held in the clerk's office of the said court, for the month of March, 1837, the defendant still failing to appear, on the plaintiffs' motion, the last order made in this case is confirmed.

Office judgment confirmed.

And now, here, at this day, to wit, at a court continued and held for the district and county aforesaid, the first day of June, 1837, the defendant still failing to appear, on the motion of the plaintiffs, by their attorney, it is considered by the court that the plaintiffs recover against the defendant the sum of $\$338\frac{88}{100}$, with interest from the 12th day of September, 1835, till paid, and $313 23, interest from 16th of January, 1835, till paid, and also their costs by them about their suit in this behalf expended; and the said defendant, in mercy, &c. Plaintiffs' costs $\$6\frac{31}{100}$.

The following is a copy of the notes filed in this suit:

Notes.

$338 88. ALEXANDRIA, *Sept. 9th*, 1834.

Twelve months after date I promised to pay to E. Dallett & Co. three hundred and thirty-eight dollars and eighty-eight cents, for value received.

E. McLAUGHLIN.

(Endorsed,)
ELIJAH DALLETT & Co.

$313 23. ALEXANDRIA, *Sept. 13th*, 1834.

Four months after date I promised to pay to E. Dallett & Co., or order, three hundred and thirteen dollars and twenty-three cents, for value received. E. McLAUGHLIN.

(Endorsed,)
ELIJAH DALLETT & Co.

Copy of the execution that issued on the above judgment, and marshal's return.

Execution and return.

District of Columbia, to wit:

The United States of America, to the marshal of the District of Columbia, greeting:

[L. S.]

We command you, that of the goods and chattels which were Edward McLaughlin's in his lifetime, and now in the hands of Edward Sheehy, his administrator, to be administered, late in your said district, you cause to be made three hundred and thirty-eight dollars and eighty-eight cents, with legal interest thereon from the 12th day of September, 1835, till paid; and the further sum of three hundred and thirteen dollars and twenty-three cents, with legal interest thereon from the 16th day of January, 1835, till paid; which Elijah Dallett and Elijah Dallett, junr., trading under the firm of Elijah Dallett and Company, late in our circuit court for the county of Alexandria, District of Columbia, recovered against said administrator for debt; also, six dollars and thirty-one cents, to be made of the proper goods and chattels of the said Edward Sheehy, which to the said Elijah Dallett & Co., in the said court, were adjudged for their costs by them in this behalf expended, whereof he is convict, as appears to us of record; and that you have the same before the honorable the judges of the circuit court for the county of Alexandria, District of Columbia, at the court house in Alexandria, on the 4th Monday in July, to render to the said Elijah Dallett & Co. of their debt and costs aforesaid; and have then and there this writ.

Witness the honorable William Cranch, chief judge of our said court, this 12th day of June, 1837. EDM. I. LEE,

Clerk of the circuit court of the District of Columbia for Alexandria county.

A copy. Teste: EDM. I. LEE, *C. C.*

And thereupon the marshal made the following return:

"No property found to levy this execution upon."

D. MINOR, *D. M.*

For A. HUNTER, *Marshal.*

A copy—teste: EDM. I. LEE, *C. C.*

Record—Wm. H. Miller vs. McLaughlin's administrator.

District of Columbia, to wit:

Pleas before the honorable the judges of the United States circuit court of the District of Columbia, for the county of Alexandria, the 5th day of October, 1837.

WILLIAM H. MILLER, plaintiff,
against
EDWARD SHEEHY, administrator of Edward McLaughlin, deceased, defendant. } In debt.

Be it remembered, that heretofore, to wit, on the 30th day of April,

1836, came the plaintiffs, by Robert I. Taylor, esq., their attorney, sued out of the clerk's office of said court a certain writ of capias ad respondendum against the said defendant; which writ, with the endorsement and return thereon, is in the words and following:

District of Columbia, to wit:

[L. S.] The United States of America to the marshal of the District of Columbia, greeting:

We command you that you take Edward Sheehy, administrator of Edward McLaughlin, deceased, if he be found within the county of Alexandria, in your said district, and him safely keep, so that you have his body before the honorable the judges of the United States circuit court of the District of Columbia for the county of Alexandria, at the court-house in the town of Alexandria, at the next court, to answer William H. Miller of a plea of trespass on the case, damage seven hundred dollars; and have then there this writ.

Witness the honorable William Cranch, chief judge of the said court, this 30th day of April, 1836.

EDM. I. LEE, *C. C.*

(Endorsed.) Case for money due by promissory notes and open account.

And thereupon the marshal made the following return:

E. BURCHELL, *D. M.*
For A. HUNTER, *M. D. C.*

And at the rules held in the clerk's office of the said court for the month of June, 1836, came the said plaintiffs, by their said attorney, and on their motion an alias capias ad respondendum is awarded against said defendant; which writ, with the endorsement and return thereon, is as follows:

District of Columbia, to wit:

[L. S.] The United States of America to the marshal of the District of Columbia, greeting:

We command you, as heretofore, that you take Edward Sheehy, administrator of Edward McLaughlin, deceased, if he be found within the county of Alexandria, in your said district, and him safely keep, so that you have his body before the honorable the judges of the United States circuit court of the District of Columbia for the county of Alexandria, at the court-house in the town of Alexandria, at the next court, to answer William H. Miller of a plea of trespass on the case, damage seven hundred dollars; and have then there this writ.

Witness the honorable William Cranch, chief judge of the said court, this 6th day of June, 1836.

EDM. I. LEE, *C. C.*

(Endorsed.) Case for money due by promissory notes and open account.

And thereupon the following return was made:
"Executed 30th June, 1836."

D. MINOR, *D. M.*
For A. HUNTER, *Marshal.*

At another day, to wit, at the rules held in the clerk's office of the said court, for the month of November, 1836, came the plaintiffs, and filed their declaration against the said defendant; which declaration is as follows:

Nar.

Alexandria county, sc:

William H. Miller complains of Edward Sheehy, administrator of Edward McLaughlin, deceased, in custody, &c., of a plea of trespass on the case—for this, that whereas the defendant's intestate heretofore, that is to say, on the 18th day of October, in the year one thousand eight hundred and thirty-four, at the county aforesaid, was indebted to the plaintiff in the sum of six hundred and fifty dollars, for merchandise before that time sold and delivered by the plaintiff to the defendant's intestate, at his special request; and for money had and received by the defendant's intestate to the use of the plaintiff; and for money lent and advanced by the plaintiff to the defendant's intestate, at special request; and for money paid, laid out, and expended by the plaintiff for the defendant's intestate, at his special request; and for work and labor done and performed by the plaintiff for the defendant's intestate, at his special request; and being so indebted, the defendant's intestate afterward, that is to say, on the day and year aforesaid, at the county aforesaid, in consideration thereof, undertook, and then and there faithfully promised to the plaintiff that he, the defendant's intestate, the said several sums of money, when requested, would well and truly pay to the plaintiff. And whereas the defendant's intestate afterward, that is to say, on the first day of November, in the year aforesaid, at the county aforesaid, accounted with the plaintiff of and concerning divers sums of money from the said defendant's intestate to the said plaintiff, before that time due, owing, and then in arrear and unpaid; and upon such accounting, the said defendant's intestate was then and there found in arrear, and indebted to the said plaintiff in the further sum of six hundred and fifty dollars; and being so found in arrear and indebted, the said defendant's intestate afterward, that is to say, on the day and year last mentioned, at the county aforesaid, in consideration thereof, undertook, and then and there faithfully promised to pay to the plaintiff, when thereto afterward required, the said last mentioned sum of money. Nevertheless, defendant's intestate, in his life , and since his death the defendant, said promises in no wise regarding, the said several sums of money, nor any part thereof, though often required, to the plaintiff have not paid; but the same to pay always refused, and defendant still refuses, to the damage of the plaintiff dollars; and thereupon he brings suit, &c.

R. I. TAYLOR, *P. Q.*

Common order

And the said defendant having been arrested, and not appearing, on the motion of the plaintiffs, it is ordered, that judgment be entered for them against the said defendant, for the debt in the declaration mentioned, unless the said defendant shall appear and plead to issue at the next rules.

Common order confirmed, &c.

And at the rules held in the clerk's office of the said court, for the month of March, 1837, the defendant still failing to appear, on the plaintiff's motion the last order made in this case is confirmed, and it is ordered that the plaintiff's damages be ascertained by a jury at the next term.

Non-assumpsit joined.

And at another day, to wit, at a court continued and held for said district and county, the 5th day of October, 1837, came the plaintiff, by his attorney, and the defendant, by Addison St. Clair Fox, esqr., his attorney; and the defendant saith, that his intestate did not assume upon himself in manner and form as the plaintiff against him hath complained, and of this he putteth himself upon the country; and the plaintiff likewise.

Jury sworn.

And thereupon came a jury, to wit, John Shackleford, Sam'l Isaacs, David G. Prettyman, William L. Brown, William W. Harper, James Dunlap, Charles Pascoe, Charles McKnight, John Grubb, Timothy Mountford, John P. Cowman, and Thomas Taylor, who, being sworn and affirmed, returned the following verdict:

Verdict.

"We of the jury find for the plaintiff, and assess his damages at the sum of $639, the principal sum due, of which $400 is to bear interest from the 11th Aug't, 1834, and $200 from 17th August, 1834, and $39 from 1st October, 1834, till paid."

Judgment.

Therefore, it is considered by the court, that the plaintiff recover of said defendant the said sum of six hundred and thirty-nine dollars, the principal sum due, of which $400 is to bear interest from the 11th August, 1834, and $200 from 17th August, 1834, and $39 from the 1st October, 1834, till paid, and also his costs by him about his suit in this behalf expended; and the said defendant, in mercy.

Plaintiff's costs, $8 38.

The following is a copy of the notes and account filed in this suit:

Notes, &c.

$400 00. ALEXANDRIA, *June 9th*, 1834.

Sixty days after date I promise to pay William H. Miller, or order,

four hundred dollars, value received, negotiable and payable at the Bank of Potomac.

E. McLAUGHLIN.

$200 passed in court, January term, 1835.

A. MOORE, *Reg'r Wills.*

Aug't 15th. Rec'd on acc't $200. W. H. M.

(Endorsed.) Wm. H. Miller, C. Bennett.

$200 00. ALEXANDRIA, *Aug't 15th*, 1834.

Sixty days after date I promise to pay Wm. H. Miller, or order, two hundred dollars, for value received, negotiable and payable at the Bank of Potomac.

E. McLAUGHLIN.

Passed in court, January term, 1835.

A. MOORE, *Reg'r Wills.*

(Endorsed.) Wm. H. Miller, Charles Bennett, by his attorney, J. R. Riddle.

Mr. Edward McLaughlin,

To William H. Miller, Dr.

1834, May 28. For 3 bags coffee, 325 lbs., a 12c., $39 00.

Passed in court, January term, 1835.

A. MOORE, *Reg'r Wills.*

Record—A. C. Cazenove & Co. vs. *McLaughlin's adm'rs.*

District of Columbia, to wit:

Pleas before the honorable the judges of the United States circuit court for the District of Columbia, for the county of Alexandria, the sixth day of October, 1837.

A. C. CAZENOVE, William C. Gardner, and Lewis A. Cazenove, trading under the firm of A. C. Cazenove & Co., plaintiffs, against EDWARD SHEEHY, adm'r of Edward McLaughlin, deceased, defendants. } In debt.

Be it remembered, that heretofore, to wit, on the 30th day of April, 1836, came the plaintiffs, by Robert I. Taylor, esqr., their attorney, sued out of the clerk's office of the said court a certain writ of capias ad respondendum against the said defendant; which writ, with the endorsement and return thereon, is in the words and following:

District of Columbia, to wit:

[L. S.] The United States of America, to the marshal of the District of Columbia, greeting:

We command you that you take Edward Sheehy, administrator of the goods and chattels of Edward McLaughlin, deceased, if he be found

within the county of Alexandria, in your said district, and him safely keep, so that you have his body before the honorable the judges of the United States circuit court of the District of Columbia for the county of Alexandria, at the court house in the town of Alexandria, at the next court, to answer Anthony Charles Cazenove, William C. Gardner, and Lewis A. Cazenove, joint merchants and co-partners in trade under the firm of A. C. Cazenove and Company, of a plea of trespass on the case, damage two hundred and fifty dollars; and have then there this writ.

Witness the honorable William Cranch, chief judge of the said court, this 16th day of April, 1836.

(Endorsed.) Case for money due by account.

EDM. I. LEE, *C. C.*

"Defendant not found."

E. BURCHELL, *D. M.*
For A. HUNTER, *M. D. C.*

And at the rules held in the clerk's office of the said court for the month of June, 1836, came the said plaintiffs, by their said attorney, and, on their motion, an alias capias ad respondendum is awarded against said defendant; which writ, with the endorsement and return thereon, is as follows:

District of Columbia, to wit:

[L. S.] The United States of America, to the marshal of the District of Columbia, greeting:

We command you, as before, that you take Edward Sheehy, administrator of the goods and chattels of Edward McLaughlin, deceased, if he be found within the county of Alexandria, in your said district, and him safely keep, so that you have his body before the honorable the judges of the United States circuit court of the District of Columbia for the county of Alexandria, at the court house in the town of Alexandria, at the next court, to answer Anthony Charles Cazenove, William C. Gardner, and Lewis Cazenove, joint merchants and co-partners in trade, under the firm of A. C. Cazenove and Company, of a plea of trespass on the case, damage two hundred and fifty dollars; and have then there this writ.

Witness the honorable William Cranch, chief judge of the said court, this 6th day of June, 1836.

EDM'D I. LEE, *C. C.*

(Endorsed.) Case for money due by account.

And thereupon the marshal made the following return:

"Executed 30th June, 1836.

D. MINOR, *D. M.*,
For A. HUNTER, *Marshal.*

At another day, to wit, at the rules held in the clerk's office of the said court, for the month of November, 1836, came the plaintiffs, and filed their declaration against the said defendant, which declaration is as follows:

Nar.

Alexandria county, sc:

Anthony C. Cazenove, William C. Gardner, and Louis Cazenove, copartners under the firm of A. C. Cazenove and Company, complain of Edward Sheehy, administrator of Edward McLaughlin, deceased, in custody, &c., of a plea of trespass on the case; for this, that whereas the defendant's intestate heretofore, that is to say, on the eleventh day of September, in the year one thousand eight hundred and thirty-four, at the county aforesaid, was indebted to the plaintiffs in the sum of two hundred dollars, for merchandise before that time sold and delivered by the plaintiffs to the defendant's intestate, at his special request; and for money had and received by the defendant's intestate, to the use of the plaintiffs; and for money lent and advanced by the plaintiffs to the defendant's intestate, at his special request; and for money paid, laid out, and expended by the plaintiffs for the defendant's intestate, at his special request; and for work and labor done and performed by the plaintiffs for the defendant's intestate, at his special request; and being so indebted, the defendant's intestate afterward, that is to say, on the day and year aforesaid, at the county aforesaid, in consideration thereof, undertook, and then and there faithfully promised to the plaintiffs, that he, the defendant's intestate, the said several sums of money, when requested, would well and truly pay to the plaintiffs; and whereas the defendant's intestate afterward, that is to say, on the twelfth day of September, in the year aforesaid, at the county aforesaid, accounted with the plaintiffs of and concerning divers sums of money from the said defendant's intestate to the said plaintiffs before that time due, owing, and then in arrear and unpaid; and upon such accounting the said defendant's intestate was then and there found in arrear and indebted to the said plaintiffs in the further sum of two hundred dollars; and being so found in arrear and indebted, the said defendant's intestate afterward, that is to say, on the day and year last mentioned, at the county aforesaid, in consideration thereof, undertook, and then and there faithfully promised, to pay to the plaintiffs, when thereto afterward required, the said last mentioned sum of money. Nevertheless, the defendant's intestate, in his life, and since his death, the defendant, said promises in no wise regarding, the said several sums of money nor any part thereof, though often required, to the plaintiffs did not pay, but the same to pay always refused, and defendant still refuses, to the damage of the plaintiffs dollars; and thereupon they bring suit, &c.

R. I. TAYLOR, *P. Q.*

Common order.

And the said defendant having been arrested, and not appearing, on the motion of the plaintiffs, it is ordered that judgment be entered for them against the said defendant for the debt in the declaration mentioned, unless the said defendant shall appear and plead to issue at the next rules.

Common order confirmed, sw. jury.

And at the rules held in the clerk's office of the said court, for the month of March, 1837, the defendant still failing to appear, on the plaintiffs' motion, the last order made in this case is confirmed, and that the plaintiffs' damages be ascertained by a jury at the next term.

Non-asst. jd., jury sworn, verdict, and judgment.

And at another day, to wit, at a court continued and held for the said district and county, the 6th day of October, 1837, came the plaintiffs, by their attorney, and the defendant, by Addison St. C. Fox, esq., his attorney; and the defendant saith, that his intestate did not assume upon himself in manner and form as the plaintiffs against him hath complained, and of this he putteth himself upon the country; and the plaintiffs likewise; and thereupon came a jury, to wit, John Shackleford, Samuel Isaacs, William Page, Thomas Davey, David Price, Washington T. Harper, Robert Hall, David Reed, Matthias Snyder, jr., Charles McKnight, John P. Cowman, and Thomas Taylor, who, being sworn and affirmed, returned the following verdict:

"We of the jury find for the plaintiffs, and assess their damages at the sum of $\$177\frac{81}{100}$, with interest from the first day of December, 1834, till paid."

Therefore, it is considered by the court, that the plaintiffs recover of said defendant the said sum of one hundred and seventy-seven dollars and eighty-one cents, with interest from the first day of December, 1834, till paid; and also their costs by them about their suit in this behalf expended; and the said defendant, in mercy.

Plaintiffs' costs, $6 32.

Copy of account filed in the above suit.

Mr. Edward McLaughlin, to A. C. Cazenove & Co., DR.

1834.		
April 11	1 bag coffee, 161 lbs., *a* 12*c*. - -	$19 32
25	4 bbls. fine salt, *a* $1 75 - - -	7 00
June 13	1 hhd. molasses, 112 galls., *a* 29*c*. -	32 48
17	50 bushels G. A. salt, *a* 38*c*. - -	19 00
19	3 bbls. fine salt, *a* $1 62½ - - -	4 88
20	1 box sperm candles, 30½ lbs. *a* 31*c*., box 25*c*.	9 70
Sept'r 9	10 bushels salt, *a* 40*c*. - - -	4 00
11	1 hhd. N. O. sugar, 958 lbs., *a* 8½*c*. -	81 43
		$177 81

Passed in court, February term, 1835.

A. MOORE, *Reg'r Wills.*

Manifest referred to in the agreement of counsel.

Copy manifest referred to in the agreement of counsel.

Manifest of negroes, mulattoes, and persons of color, taken on board the ship Metamora, whereof George Fletcher is master, burthen 361 $\frac{4}{95}$ tons, to be transported from the port of Alexandria, in the district of Alexandria, for the purpose of being sold or disposed of as slaves, or to be held to service or labor.

No. of entry.	Names.	Sex.	Age.	Height.		Complexion.	Shipper.	Residence.	Consignee.	Residence.
				Feet.	In.					
1	Harriet -	Female	16	5	–	Dark -	Hugh C. McLaughlin.	Alexandria	James Sheehy.	On board.
2	Louisa -	do	15	4	11	do -				
3	Eliza -	do	18	5	2 $\frac{1}{2}$	Mulatto -				
4	Ellen -	do	15	4	8 $\frac{1}{2}$	Dark -				

DISTRICT OF ALEXANDRIA,
Port of Alexandria, the 17th day of October, 1836.

We, Hugh C. McLaughlin, shipper of the persons named and particularly described in the above manifest, and George Fletcher, master of the ship Metamora, do solemnly, sincerely, and truly swear, each of us, to the best of our knowledge and belief, that the negroes herein set forth have not been imported into the United States since the first day of January, one thousand eight hundred and eight; and that, under the laws of the United States, they are held to service or labor as slaves, and are not entitled to freedom, under these laws, at a certain time, or after a known period of service, so help us God.

Signed, HUGH C. McLAUGHLIN,
GEORGE FLETCHER.

Sworn to, this 17th day of October, 1836, before—
EDW'D GREEN, *D. Collector.*

I certify that the above is a true copy, taken from the original on file in this office.

EDW'D GREEN, *D. Collector.*

Custom-house, Alexandria.

Appeal bond.—Appeal bond.

Know all men by these presents, that we, Bridget McLaughlin, and H. C. McLaughlin, and James Sheehy, are held and firmly bound

unto Phineas Janney, Hugh Smith, William Fowle, Robert H. Miller, William Gregory, Anthony P. Gover, George H. Smoot, and John B. Dangerfield, trustees of the Bank of Potomac; Elijah Dallett and Elijah Dallett, jr., trading under the firm of Elijah Dallett & Co., William H. Miller, Anthony C. Cazenove and Louis A. Cazenove, survivors of Anthony C. Cazenove, William C. Gardner, and Louis A. Cazenove, trading under the firm of A. C. Cazenove and Company, in the full and just sum of two thousand dollars, to the payment whereof, well and truly to be made, we bind ourselves and our heirs, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 19th day of June, 1845.

Whereas the circuit court for the District of Columbia, for the county of Alexandria, on the 10th day of June, 1845, in a suit in which the President, Directors, and Company of the Bank of Potomac and others, (creditors of Edward McLaughlin, deceased,) were complainants, and Edward Sheehy and others were defendants, did adjudge and decree, that the several deeds, in the proceedings in said suit mentioned, and dated the 6th November, 1832, and the 9th of November, 1833, and the 15th of September, 1834, from Edward McLaughlin to his daughter Bridget McLaughlin, were made without valuable consideration, and were made with intent to delay, hinder, and defraud the creditors of the said Edward McLaughlin, and are fraudulent and void, as against them, and that the said deeds be set aside and annulled.

And the court, proceeding to grant to the complainants such relief as they are entitled to, and as sought in their bills, do further adjudge, order, and decree, that the real estate, described and mentioned in the said deeds from the said Edward to the said Bridget McLaughlin, and by this decree declared fraudulent and void, be subjected to the payment of the debts of the complainants, in the manner hereinafter directed; and that the commissioners hereinafter named, do proceed to make out of the said property, by a sale of the same, or so much thereof as may be requisite, and in such lots as to the said commissioners shall seem best, at public auction, to the highest bidder, after giving thirty days notice of the time, place, and terms of sale, by publication in the Alexandria Gazette, the several sums following: that is to say, $388 $\frac{88}{100}$, with interest thereon from the 12th September, 1835, till paid; and $313 $\frac{22}{100}$, with interest from the 16th day of July, 1835, till paid; and $6.31, and $639, with interest on $600, part thereof, from the 17th of April, 1834, and on $39, the residue thereof, from the 1st of October, 1834, till paid; and $8 $\frac{98}{100}$, and $117 $\frac{81}{100}$, with interest thereon from 1st December, 1834, till paid; and $6.32; and $5,251 75, with interest thereon from the 18th of April, 1834, till paid; subject, however, to the deduction of the following sums, as partial payments of the interest due at the several times of payment, that is to say, subject to a credit of $117 $\frac{50}{100}$ on the 1st of October, 1841; of $200 on the 27th December, 1841; of $200 on the 3d of March, 1842; of $250 on the 25th of March, 1844; and $100 97 on the 23d of May, 1844; and that the said commissioners do further make the reasonable expenses of sale

and the costs of this suit; and that the terms of the said sale shall be as follows: One-third of the purchase-money to be paid in hand to the commissioners, and the residue in two equal instalments, at six and twelve months, the deferred payments to bear interest from date of the sale, and to be secured by the notes of the purchasers, with security, to be approved by the commissioners aforesaid. The title to the property to be retained till the full payment of the purchase-money and interest; and the said property to be resold, at the risk and expense of the purchaser, upon the same terms as above directed, upon a failure to comply with the conditions of the sale within ten days from the day of sale. And so, toties quoties, till the money is made. And from the funds so to be realized, that the said commissioners, after defraying the expenses of the sale, do pay to the complainants, Elijah Dallett & Co. the sum of $388 $\frac{88}{100}$, with interest from the 12th September, 1835, to the time of the said sale, and $313 $\frac{22}{100}$, with interest from the 16th of July, 1835, to the date of said sale, and $86 $\frac{31}{100}$; to William H. Miller, the sum of $639, with interest on $600, part thereof, from the 17th August, 1834, and on $39, the balance thereof, from the 1st October, 1834, to the day of sale, and $8 38; to Anthony C. Cazenove & Co. the sum of $177 $\frac{81}{100}$, with interest thereon from the 1st December, 1834, to the day of sale, and $6 32; to the President, Directors, and Company of the Bank of Potomac in the sum of $5,251 75, with interest from the 18th April, 1834, till the time of the said sale, subject, however, to the following deductions as partial payments of interest due on the aforesaid principal sum at the dates of the said payments: that is to say, subject to a credit of $117 50 on the 1st October, 1841, of $200 on the 27th December, 1841, of $200 on the 3d of March, 1842, of $259 on the 25th March, 1844, and of $100 97 on the 23d of May, 1844; and that the said commissioners pay to the said President, Directors, and Company of the Bank of Potomac the further sum of $7 91: provided, however, that if any portion of the said debt of the Bank of Potomac shall be paid from the proceeds of the trust property, directed by a former decree of this court to be sold, prior to a sale of the lands now directed to be made, then the amount so paid to the said bank shall be deducted from the debt now due to them; and so much only of the aforesaid lands, hereby decreed to be sold, shall be sold as shall be necessary to make the above named several sums of money and interest, after making the said deduction of the proceeds of the trust fund paid to the said bank. And it appearing to the court that the aforesaid debt due to the said bank originated in an accommodation endorsement by the said Edward McLaughlin for Edward Sheehy, the grantor in the deed of trust aforesaid, the court are further of opinion, that, upon the payment of the whole of the above sum of $5,251 75, with interest, as above directed, and of $7 91 to the said President, Directors, and Company of the Bank of Potomac, that the said Bridget McLaughlin is entitled to be substituted to the rights of the said bank, under the said deeds of trust, as to so much of the $5,251 75 as may be paid from the proceeds of the sale directed by this decree to be made, and to have

the benefit of such substitution as to any balance that may remain of the funds proceeding from the sale of the said trust property; and they therefore order and decree, that Charles H. Lee, the commissioner deputed to make sale of the said trust property, do, upon the full payment of the said sum of $5,251 75 and the interest thereon, as above directed, and $7.91, if any part thereof shall have been paid from the proceeds of the lands of Edward McLaughlin, attempted to be conveyed to the said Bridget, and hereby directed to be sold, and any balance of the proceeds of the sale of the trust property remain in his hands, proceed to pay to the said Bridget McLaughlin so much of the said balance as shall equal the amount paid out of the money proceeding from the sale of the lands of the said Edward McLaughlin towards the satisfaction of the aforesaid debt due to the said bank. And any balance that may remain of the proceeds of the sale of the said trust property, the said commissioner, Charles H. Lee, is directed to pay to the said Edward Sheehy. And the court do further adjudge, order, and decree, that, in case of the proceeds of the sales of the lands of the said Edward McLaughlin, by this decree directed to be subjected to the payment of his aforesaid creditors, shall prove insufficient, after defraying the expenses of the said sale, fully to pay and discharge the whole of the aforesaid debts of the complainants and the interest thereon, as above directed, then, and in that event, the said funds are to be divided amongst them in proportion to the full amount of their said claims: provided, however, that the said President, Directors, and Company of the Bank of Potomac shall receive no portion of the proceeds of the sale hereby directed to be made, until they shall have exhausted the proceeds of the sale of the trust property herein before referred to, and by a former decree of this court directed to be made for the benefit of the said bank; and that the balance of the debt remaining due after the application of the said trust fund shall be the amount in proportion to which the said bank shall share the said general fund with the other creditors. And Henry W. Davis and Charles H. Lee were appointed commissioners, to carry into effect the directions of said decree, who were authorized to convey the property, when sold, to the purchaser or purchasers. At which conveyance it was further ordered by the court, the said Bridget McLaughlin and Edward Sheehy and Ann Sheehy, his wife, do unite, if required by the said purchaser or purchasers of the said property.

From which decree the said Bridget McLaughlin appealed to the Supreme Court of the United States; which appeal was granted her upon her giving bond and security in the penalty of $2,000, to be approved by this court, or one of the judges thereof, and also upon her having the houses in the deeds and decree referred to insured in some solvent incorporated insurance company, for the sum of at least $4,700, and assign the policy of insurance to Cassius F. Lee, clerk of this court, for the benefit of the complainants in this cause, in the event that the said Bridget shall fail in making good her appeal. Now, the condition of the above obligation is such, that if the said Bridget McLaughlin